

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) effective as of the 23rd of June 2011 (the “Effective Date”) by and between **Actavis Kadian LLC**, a Delaware limited liability company, with a place of business located at: 60 Columbia Road, Building B. Morristown, NJ 07960 (hereinafter referred to as “Actavis”), and **Altier Consulting LLC**, a New Jersey limited liability company, with a place of business located at: 7 Manette Road, Morristown, NJ 07960 (hereinafter referred to as “Consultant”).

WITNESSETH:

1. **Services and Payment.**

(a) **Services.** Consultant agrees to perform the following services pursuant to the terms of this Agreement and specified in Exhibit A titled Description of Services and Compensation, which is attached and incorporated by reference herein. Consultant initially shall report to the Nathalie Leitch - Director, Specialty Rx Products in connection with the performance and delivery of the Services (the “Project Manager”). The Project Manager may be changed from time to time in Actavis’ discretion.

(b) **Responsibilities of Consultant.** Consultant shall use commercially reasonable efforts: (i) provide the Services in accordance with the terms hereof; (ii) keep Actavis advised of the status of the Services; (iii) permit any representative duly authorized in writing by Actavis to review and observe from time to time the provision of the Services; and (iv) provide Actavis with reports, descriptions, outline procedures and the like, as are appropriate to the nature of the Services, and which are described in Exhibit A.

(c) **Conditions.** Consultant acknowledges that Actavis operates in a regulated industry and as such must adhere to certain regulations governing the development, manufacture, sale, and distribution of pharmaceutical products. Consultant agrees that assisting Actavis to comply with such regulations is a material condition to its ability to deliver the Services hereunder and that such assistance complies with the Federal Food Drug and Cosmetics Act (“FDCA”) and the regulations and guidance issued pursuant to that Act, as applicable, the Office of the Inspector General Compliance Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23,731), the Revised PhRMA Code on Interactions with Healthcare Professionals (effective January 1, 2009) and similar state or federal guidelines, as well as the SafeRx Amendment Act of 2008 and implementing regulations, as amended (“SafeRx Act”), the Prescription Drug Marketing Act of 1987, as amended (“PDMA”) and any final regulations or guidelines promulgated thereunder from time to time, the Medicare/Medicaid Anti-kickback Statute set forth at 42 U.S.C. §1320a-7b(b) and equivalent state laws and regulations (the “Anti-kickback Statute”), whether such laws and regulations are now or hereafter in effect, all other applicable federal, state and local regulations and guidance pertinent to the Services. Consultant hereby also agrees to comply with Actavis’ reasonable requests for information and data that Actavis in its discretion deems necessary to comply with its record keeping protocols.

(d) **Payment.** As the only consideration due to Consultant, Actavis will pay Consultant for the Services at the rate listed on Exhibit A. Unless otherwise stated, Services Provider shall invoice Actavis monthly for all approved and documented expenses incurred during the previous period. All invoices are due and payable within thirty (30) days of the date of receipt of the invoice.

- (i) Travel expenses. Actavis must approve all travel plans in advance. Consultant's expenses must comply with Actavis' Travel Policy, attached as Exhibit B, and as may be modified from time to time by Actavis.
- (ii) No Mark-up. Consultant will bill to Actavis all itemized, documented, reasonable, out-of-pocket expenses at net cost. No markups will be permitted on pass-through or out-of-pocket expenses. All discounts received by the Consultant will be passed onto Actavis.

2. Restrictive Covenants.

(a) Ownership. Actavis shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with performance of the Services or any Proprietary Information (as defined below) (collectively, the "Work Product") and Consultant will promptly disclose and provide all Work Product to Actavis. All Work Product shall be deemed work made for hire to the extent allowed by law and Consultant hereby makes all assignments necessary to accomplish the foregoing establishment of ownership as if Consultant was an employee of Actavis. Consultant shall further assist Actavis, at Actavis' expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints Actavis as its agent and attorney-in-fact to act for and in Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant. In addition, Actavis hereby grants to the Consultant a non-exclusive, non-transferable limited license to use the Work Product and any other intellectual property Actavis has authorized it to use in connection with the Services. Notwithstanding the foregoing, Consultant shall retain ownership of any intellectual property which it owned prior to the commencement of this Agreement and which has not been created or developed in connection with the provision of the Services ("Consultant's IP"), even if Consultant's IP is used in connection with the Services. In such event, Consultant shall grant Actavis a non-exclusive license to use the Consultant's IP solely in connection with the product of the Services, as is necessary.

(b) Confidential and Proprietary Information. Consultant agrees that all Work Product and all other business, technical and financial data and information (including, without limitation, the identity of and information relating to products, pricing, rebates, equipment, strategy, customers or employees) which Consultant develops, generates, learns or obtains in connection with performing the Services or that are received by or for Actavis in confidence, constitutes "Confidential and Proprietary Information." Consultant will hold in confidence and not disclose or, except in performing the Services, use any of the Confidential and Proprietary Information. The restrictions on use or disclosure of Confidential Information do not extend to information which: (i) at the time of disclosure is already within the public domain; (ii) subsequent to disclosure becomes part of the public domain through no fault or breach of this Agreement by Consultant; (iii) Consultant can demonstrate by written evidence was in its possession prior to disclosure by Actavis; (iv) subsequent to disclosure by Actavis, becomes known to Consultant through a third party unless Consultant knew or reasonably should have known such party did not have a right to make such disclosure; or (v) the Consultant can

demonstrate by written evidence it was discovered or developed by Consultant independently of any disclosure by Actavis. If the Consultant is legally compelled by court order or subpoena to disclose any Confidential Information, it will give Actavis immediate notice thereof so that the Actavis may seek a protective order. Consultant shall provide reasonable assistance in such effort

(c) Equitable Relief. In the event of a breach or threatened breach by Consultant of any provision of this Agreement, the non-breaching party shall have the right to have such obligation specifically enforced by a court of competent jurisdiction, including without limitation, the right to entry of restraining orders and injunctions (whether preliminary, mandatory, temporary or permanent) against a violation, threatened or actual, and whether or not continuing, of such obligation, without the necessity of showing any particular injury or damage. It is hereby acknowledged and agreed that any such breach or threatened breach would cause irreparable injury to the non-breaching party and that money damages would not provide adequate remedy. The non-breaching party may pursue any such remedy available to it concurrently or consecutively in any order as to any such breach or violation and the pursuit of one of such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue any other of such remedies as to such breach or violation or as to any other breach, violation or threatened breach or violation.

3. Warranties and Representations. Consultant hereby warrants and represents, that:

(a) the Services will be performed in a professional and workmanlike manner in accordance with the highest current industry standards applicable to such services and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation, which Consultant or any of its employees may have to others;

(b) Consultant has all rights, title and interests in and to all computer programs, databases and other intellectual property needed to perform the Services sufficient to enable the Consultant to use them in performing the Services;

(c) all work under this Agreement shall be Consultant's original work and none of the Services or Work Product or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and,

(d) Consultant is authorized to enter into this Agreement and provide the Services to Actavis and has the full right to provide Actavis with the assignments and rights provided for herein.

4. Compliance with the Law. Each party will comply with all laws and regulations applicable to its operations insofar as they relate to the matters covered by this Agreement.

(a) Consultant further represents and warrants that:

(i) it shall materially comply with all international, federal, state and local laws and regulations applicable to its operations, including but not limited to (a) all applicable customs and import/export laws, including rules of origin marking, (b) those dealing with employment opportunity and affirmative action including Executive Order 11246 (Equal Opportunity), 38 U.S.C. § 4212(a)

(Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era), 29 U.S.C. § 793 (Affirmative Action for Workers with Disabilities), and (c) 42 U.S.C. §1320a-7b (Anti-Kickback Statute) and any amendment and applicable regulations pertaining thereto;

- (ii) it shall comply with all terms of 48 C.F.R. § 52.244-6 (Subcontracts for Commercial Items and Commercial Components) (including the requirement of including this provision in subcontracts awarded under this contract), 15 U.S.C. § 637 (d) (2) and (3) (Utilization of Small Business Concerns), and such provision is hereby incorporated into this Agreement as if fully set forth herein;
- (iii) pursuant to 48 C.F.R. § 52.209-6, neither it nor its principals was or is debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs. In the event that Consultant, is debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs or convicted of a criminal offence related to the provision of health care items or services, Consultant will notify Actavis immediately;
- (iv) it complies with and shall continue to comply with all federal, state, local and other applicable laws, regulations, conventions or treaties prohibiting any form of child labor or other exploitation of children in the manufacturing and delivery of Consultant's products or services;
- (v) any compensation paid by Actavis to Consultant hereunder is for legitimate, bona-fide services, and that no portion of compensation, if any, paid by Actavis to Consultant has been, or will be paid or pass through to any other person or entity, if such payment of pass through either does or could be construed as violating in any way the applicable provisions of the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1. et seq. including any administrative interpretations thereof. Consultant further agrees that it will not make any payments, in cash or in kind, to or for the benefit of a representative of any customer to obtain business for Actavis or to obtain governmental concessions or favourable rulings for Actavis, or for any other improper purpose;
- (vi) Consultant shall not conduct or condone any of the following practices in relation to this Agreement: (a) agreements to discriminate or actual discrimination against other persons based on race, religion, sex, national origin or nationality; (b) furnishing information about the race, religion, sex or national origin of another person, unless required by local law; or (c) paying or otherwise implementing letters of credit that include requirements to take boycott-related actions prohibited by U.S. anti-boycott regulations; and

Any breach by it or any of its directors, officers, or employees of the aforesaid representations and warranties shall be deemed a material breach of this Agreement and shall not prejudice any claims which Actavis may have against Consultant for damages which may arise as a result of said breach, pursuant to the terms of this Agreement.

5. Indemnification. Each party shall indemnify, defend and hold harmless the other, its respective officers, employees, affiliates or subcontractors for any and all damages, costs, expenses and other liabilities, including reasonable attorneys' fees and court costs, incurred in connection with any third-party claim, action or proceeding arising from any breach of such party of its obligations hereunder or any of the representations made by it herein; provided, however, that the indemnifying party hereunder shall have no obligation with regard to any claim, action to proceeding to the extent that it arises from the negligence or willful misconduct of the other party. The above obligation to indemnify will apply only if the party seeking indemnification promptly notifies the indemnifying party upon receipt of notice of any claim or suit and permits the indemnifying party and its attorneys and personnel to handle and control the defense of such claims or suits, including pretrial, trial or settlement and the party seeking indemnification fully cooperates with and assists the indemnifying part and its attorneys in such defense.

6. Term and Termination. (a) The term of this Agreement will commence on the Effective Date, and continue for one (1) year, unless extended or terminated in writing by the parties.

(b) If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice unless the breach is cured within the notice period.

(c) Actavis may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to Consultant. In the event of such termination of this Agreement Consultant will immediately cease work on such project and inform all third-party vendors or others engaged in such work to cease their activities.

(d) If (and only if) Actavis terminates this Agreement without cause, Actavis shall pay Consultant an amount pro-rated for the actual work satisfactorily completed, delivered to Actavis in accordance with the specifications set out in Exhibit A and non-cancelable obligations entered into with Actavis' prior approval. Additionally, any unexpended funds based on the above pro-ration and previously paid by Actavis to Consultant must be refunded to Actavis within thirty (30) days of the termination date. Actavis may communicate such obligations to any other (or potential) client or employer of Consultant. Sections 2 (subject to the limitations on Section 2(c) stated therein) through 10 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

7. Relationship of the parties. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind or attempt to bind the other to any contract. Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance. No employee, or agent engaged by Consultant shall be, or shall be deemed to be, an employee or agent of Actavis and shall not be entitled to any benefits that Actavis provide their own employees. Consultant will ensure that its employees and agents are bound in writing to Consultant's obligations under this Agreement.

8. Publicity. Except as required by law, neither party will use the name of the other party, nor of any employee of the other party in connection with any publicity without the prior written approval of the other party.

9. Assignment. This Agreement and the Services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the written consent of Actavis. Any attempt to do so shall be void.

10. Notice. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or upon receipt when sent by a reputable overnight courier or by prepaid certified or registered U.S. mail return receipt requested to the address stated in the initial paragraph of this Agreement and if to Actavis, an additional copy shall be sent to: Actavis Inc., 60 Columbia Road, Building B, Morristown, New Jersey 07960, Attn: Legal Department or via email USlegal@actavis.com.

11. Audit. The Consultant agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information in the Consultant's possession relating to this Agreement (collectively, "Records"). The Records shall be maintained in accordance with the applicable laws and recognized commercial accounting practices and retained during the term of this Agreement and thereafter for a period of three (3) years after the term of this Agreement. The Consultant agrees to permit Actavis or its representatives to examine and audit the Records at no charge to Actavis, with prior written notification and during normal business hours.

12. Force Majeure. Neither party will be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is due to circumstances reasonably beyond either party's control, ("Force Majeure"). If any such Force Majeure event and resulting inability to perform continues for more than ninety (90) days, then the party not in breach of contract as a result of the event, or either party if both are in breach of the Agreement as a result of the event, may terminate this Agreement upon written notice to the other.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

14. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, excluding any provisions of law that would lead to the application of any law other than the laws of the State of New Jersey. In the event of a dispute or difference arising under or in connection with this Agreement (including a dispute or difference as to the validity of this Agreement), such dispute or difference shall be referred to and resolved according to the judgment of the New Jersey Courts and the parties submit to the exclusive jurisdiction of New Jersey Courts. Notwithstanding the foregoing, the parties agree that Actavis has the right to seek, to the extent permitted under the laws of any relevant jurisdiction, temporary or permanent

injunctive or other similar relief in any other court or other authority of competent jurisdiction in respect of any claims of breach of confidentiality or for an order of specific performance or other injunctive relief.

15. Miscellaneous. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement and the Exhibits appended hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter hereof. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any Exhibit annexed hereto, the terms and conditions of this Agreement shall govern. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

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

ALTIER CONSULTING LLC

ACTAVIS KADIAN LLC

By: 
Name: Jennifer J. Altier
Title: Consultant


By: 
Name: TERRENCE FULLEM
Title: VP COMMERCIAL DVP.

EXHIBIT A

SERVICES

Consultant is being engaged to provide, among other things, services including but not limited to work as directed by Actavis exclusively for its branded product KADIAN® (the “Product”). In providing the Services, as defined herein, Consultant is not authorized to bind Actavis or to hold himself out as an employee of Actavis. The scope of the work listed below shall hereinafter be defined as “Services”.

Work Scope:

Development of New Sales Materials:

- Work with agency identified by Actavis on development of the new promotional materials
- Make suggestions for new materials/programs based on product life cycle
- Work with Actavis’ Legal and Regulatory teams to obtain necessary approvals and to ensure the materials comply with DDMAC guidelines

Roll-out of New Sales Materials:

- Develop training materials to support roll-out of new materials
- Schedule and conduct training meetings as necessary

Expense Tracking

- Processing of invoices
- Tracking versus budget

Weekly Sales Force Communication

- Regular communication with the team around developments in the therapeutic area, etc.

Meeting Planning

- Scheduling, planning and attending the National Sales Meeting(s)
- Develop content for Actavis’ Kadian Konnection

Vendor Management

- Management of some/all vendor relationships and programs

Consideration:

In consideration of the Services, Actavis shall pay Consultant an hourly rate of One Hundred Fifty-Five Dollars (\$155) based on twenty (20) hours per week. Payment shall be payable in full to Consultant without deduction of any kind within thirty (30) days of receipt of an invoice from Consultant. Invoices will be sent directly to Actavis’ Account Payable Department unless otherwise specified. In no event shall the total fees payable to Consultant exceed the total amount of One Hundred Fifty Thousand Dollars (\$150,000) without the prior written consent of Actavis.

In addition, Actavis will reimburse Consultant for ordinary and necessary business expenses incurred subject to prior written approval by Actavis. Reimbursement will be paid in accordance and subject to the terms and conditions of Actavis’ then-prevailing Travel Policy.

All fees and expenses shall be payable by Actavis to Consultant in accordance with Section 1(d) of the Agreement and with the fee schedule set forth herein.

Additional Services:

Any additional services, or other changes to the Services, shall be incorporated into this Agreement by adding additional Exhibits upon the agreement of the parties on such changes. Such amendment or modification will be in writing and signed by both parties.

Exhibit B
Travel Policy

Consultant shall be reimbursed for reasonable expenses actually incurred in connection with the performance of the Services under this Agreement (provided, however, that all travel plans shall be pre-approved by Actavis).

Consultant shall submit to Actavis an itemized statement of reimbursable expenses (with receipts attached) within thirty (30) days of the last day of each month in which the expense(s) was incurred. All expenses require a receipt with the exception of tips (however, tips must be detailed, *i.e.*, bellboy in lobby, parking attendant at hotel, etc.). Each statement shall contain reference to this Agreement.

The following shall apply to expenses incurred under this Agreement:

- I. Airfares: At the lowest rate available not to exceed coach. Reservations shall be made as early as possible.

- II. Ground Transportation:
 - (i) Automobile, Mileage: If using own car, a per mile rate that corresponds to the current quoted rate per the Internal Revenue Service for actual miles traveled in the performance of Services.
 - (ii) Automobile, Rental:
 - (a) where necessary in the performance of the Services, subcompact or compact shall be used unless more than four people share the same car.
 - (b) where two or more Consultant personnel are at the same site in connection with this Agreement, one car shall be shared by up to four individuals.
 - (iii) Use hotel shuttle services when available.
 - (iv) Taxi receipt must be obtained and tip amount needs to be on receipt.
 - (v) Parking and tolls should be accompanied by receipts. Bulk listing of tolls will not be accepted.

- III. Meals: Breakfast – Up to \$10
Lunch – Up to \$15
Dinner – Up to \$35

Meals may be added to the hotel bill, but must be listed separately in expense statement to Actavis.

IV. Lodging: Safe, clean and cost-effective hotels (*i.e.*, Marriott, Marriott Courtyard, Hilton, Embassy Suites, Days Inn, Best Western, Quality Inns or Sheraton.). Pre-approval by Actavis is required if Consultant needs to stay at a hotel that is “over-budget.” The following shall also apply:

- (i) Allowable expenses include room and tax, high-speed internet connection fees and reasonable meal expenses.
- (ii) Personal entertainment or recreation (in-room movies, mini-bar, health club fees, etc.) is not reimbursable.
- (iii) All expenses must be categorized and itemized appropriately on the expense statement (separate meals, lodging, internet, etc.).

V. Telephone Calls: Those necessary for the performance of the Services. Personal calls are not reimbursable.