From: Nathalie Leitch
Sent: Wednesday, January 25, 2012 9:52 AM
To: Charles Fox
Subject: FW: inVentiv MSA
Attachments: 36468_agmt.pdf; image001.gif

Charlie – this is the original MSA with inVentiv for sales rep services. Please let me know if you have any questions.

Nathalie Leitch
Director, Specialty Rx Products

Actavis
60 Columbia Rd. Bldg B t +1 973-889-6968 @ NLeitch@actavis.com Morristown , NJ 07960 United States w www.actavis.com <http://www.actavis.com/> Internal VoIP number t 125 6968

From: Aida Soto
Sent: Wednesday, January 25, 2012 12:44 PM
To: Nathalie Leitch
Subject: RE: inVentiv MSA

Here it is. Please note this Agreement has expired.

Regards,

Aida Soto
Commercial Paralegal

Actavis
60 Columbia Rd. Bldg B t +1 973-889-6682 @ ASOTO@actavis.com Morristown , NJ 07960 United States w www.actavis.com <http://www.actavis.com/> Internal VoIP number t 125 6682

PLAINTIFFS TRIAL EXHIBIT
P-16065_00001

From: Nathalie Leitch
Sent: Wednesday, January 25, 2012 11:53 AM
To: Aida Soto
Subject: inVentiv MSA

Hi – I've gone through my records but can't find an executed copy of the initial inVentiv MSA which was signed during 2009. Could you please forward me a copy?

Thanks,

Nathalie

Nathalie Leitch
Director, Specialty Rx Products

Actavis
60 Columbia Rd. Bldg B t +1 973-889-6968 @ NLeitch@actavis.com Morristown , NJ 07960 United States w www.actavis.com <http://www.actavis.com/> Internal VoIP number t 125 6968

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

30468

SERVICES AGREEMENT

This Services Agreement ("Agreement") executed as of the 1st day of August, 2009 (the "Effective Date") by and between **Actavis Kadian LLC,** its affiliates, subsidiaries and related companies, a Delaware limited liability company, with a place of business at: 60 Columbia Road, Building B. Morristown, New Jersey 07960 (hereinafter referred to as the "Company"), and **Adheris, an inVentiv health company**, with a place of business at: 1 Van de Graff Drive, Burlington, MA 01803 (hereinafter referred to as the "Provider"), who together may hereinafter be referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

1. Services and Payment.

(a) Services. Provider agrees to undertake and complete the services that are more fully set forth on the statement of work appended hereto as Exhibit A (the "Services") in accordance with the terms and conditions hereof. 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.

(b) Responsibilities of Provider. Provider shall use commercially reasonable efforts: (i) provide the Services in accordance with the terms hereof; (ii) keep the Company advised of the status of the Services; (iii) permit any representative duly authorized in writing by the Company to review and observe from time to time the provision of the Services; and (iv) provide the Company 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. Provider acknowledges that the Company operates in a regulated industry and as such must adhere to certain regulations governing the development, manufacture, sale, and distribution of pharmaceutical products. Provider agrees that assisting the Company 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"), the requirements of the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations ("HIPAA"), 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. Provider hereby also agrees to comply with the Company's reasonable requests for information and data that the Company in its discretion deems necessary to comply with its record keeping protocols.

(d) Payment. As the only consideration due Provider regarding the subject matter of this Agreement, Company will pay Provider for the Services on a time and materials basis, according to the Rate Schedule set forth in Exhibit A and any other Exhibits annexed hereto as contemplated in Section 1(a) hereof. Provider shall invoice Company monthly for all fees, charges, and expenses incurred during the previous period. All invoices are due and payable within ninety (90) days of the date of receipt of the invoice.

(e) Term. The term of this Agreement will commence on the date of the last signature below, and continue for the duration of the tasks specified in Exhibit A, unless extended by mutual intent of the Parties.

2. Restrictive Covenants.

(a) Ownership. Company 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 Provider in connection with performance of the Services or any Proprietary Information (as defined below) (collectively, the "Work Product") and Provider will promptly disclose and provide all Work Product to Company. All Work Product shall be deemed work made for hire to the extent allowed by law and Provider hereby makes all assignments necessary to accomplish the foregoing establishment of ownership as if Provider was an employee of Company. Provider shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Provider hereby irrevocably designates and appoints Company as its agent and attorney-in-fact to act for and in Provider'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 Provider. In addition, the Company hereby grants to the Provider a non-exclusive, non-transferable limited license to use the Work Product and any other intellectual property the Company has authorized it to use in connection with the Services. Notwithstanding the foregoing, Provider 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 ("Provider's IP"), even if Provider's IP is used in connection with the Services. In such event, Provider shall grant Company a non-exclusive license to use the Provider's IP solely in connection with the product of the Services, as is necessary.

(b) Confidential and Proprietary Information. The Parties agree that any 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) learned, developed or generated by one Party regarding the other or the Services, shall constitute "Confidential and Proprietary Information." The Party receiving such information will hold in confidence and not disclose or, except as is needed to fulfill its obligation under this Agreement, use any of the Confidential and Proprietary Information. However, a Party shall not be obligated under this paragraph with respect to information it can document is or becomes readily publicly available without restriction through no fault of the obtaining Party. Upon termination and as otherwise requested by the disclosing Party, the obtaining Party will promptly return all items

and copies containing or embodying Confidential and Proprietary Information. All Work Product generated or developed by the Provider hereunder shall be deemed Confidential and Proprietary Information of the Company. In addition to the provisions set forth in this Section 2(b), the Confidentiality Agreement entered into by the Parties on April 9, 2009 is hereby incorporated herein by reference in its entirety.

(c) Non-Solicitation. As additional protection for Confidential and Proprietary Information, the Parties agree that during the period over which Services are provided, and for one year thereafter, the Parties will not encourage or solicit any employee or consultant of the other Party to leave the other Party for any reason.

(d) Equitable Relief. In the event of a breach or threatened breach by Provider of any provision of this Section 2, 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.

(e) 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. The Parties recognize that it may be of mutual interest of the Parties to publish in journals or present at professional meetings material related to the Services. Neither Party will publish nor present material related to these Services without the prior review and approval of the other Party, such approval not to be unreasonably withheld. Provider will not include any information from or related to the Services that would reveal the Company's identity or specific details of the Services without the Company's review and written approval, such approval not to be unreasonably withheld.

3. Warranties and Representations. Provider 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 Provider or any of its employees may have to others;

(b) Provider 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 Provider to use them in performing the Services;

(c) all work under this Agreement shall be Provider '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, Provider); and,

(d) Provider is authorized to enter into this Agreement and provide the Services to the Company and has the full right to provide the Company 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) Provider 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 (i) all applicable customs and import/export laws, including rules of origin marking,

(ii) 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 (iii) 42 U.S.C. §1320a-7b (Anti-Kickback Statute) and any amendment and applicable regulations pertaining thereto;

(iii) 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;

(iv) 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 offense 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 Provider, or any of its principals, is debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in federal health care programs or convicted of a criminal offense related to the provision of health care items or services, Provider will notify Company immediately;

(v) 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 Provider's products or services;

(vi) any compensation paid by Company to Provider hereunder is for legitimate, bona-fide services, and that no portion of compensation, if any, paid by Company to Provider 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. Provider 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 Company or to obtain governmental concessions or favourable rulings for Company, or for any other improper purpose;

(vii) Provider 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 Company may have against Provider for damages which may arise as a result of said breach, pursuant to the terms of this Agreement.

5. Change in Law. In the event of the enactment, promulgation, rescission, modification or interpretation of any law or regulation after the date hereof which would materially adversely affect the manner in which either party is obligated to perform under this Agreement, the parties shall each have the right to request that the other party enter into good faith negotiations with such party in order to seek to agree on reasonable terms for maintaining the intent of this Agreement without the effect of such enactment, promulgation, rescission, modification or interpretation; agreement. If the parties do not agree within sixty (60) days of a party's written request for negotiations, either party may terminate this Agreement with respect to the affected Services.

6. 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.

Provider will not be liable to the Company for any loss or expense resulting from any claim arising out of the Provider's use or marketing of any substance involved in any Services. The Company shall indemnify and hold harmless from any claim, liability or expense arising directly or indirectly from Provider's association with the Company as the result of any Services, including, without limitation, any claim, liability or expense arising out of the Company's use or marketing of any substance studied by Provider. In no event will either Party be liable to the other for any indirect or consequential loss or damage.

7. Insurance. The Provider shall, at its own cost and expense, obtain and maintain in full force and effect the following insurance during the term of this Agreement:

a) Worker's Compensation Insurance in accordance with the statutory requirements of the state(s) in which service is to be performed.

b) Employer's Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000).

c) Professional Liability Insurance with a minimum limit of $5 million per occurrence and with an extended reporting period of no less than 36 months. The retroactive date of such policy must be no later than the inception date of this Agreement and must not change during the Term of this agreement, or any extension thereof.

d) General Liability Insurance including contractual liability covering the Vendor's obligations to indemnify Company under this Agreement with a minimum Two Million Dollars ($2,000,000) combined single limit for bodily injury and property damage per occurrence.

The Provider shall, within seven (7) days of execution of this Agreement, furnish to the Company, a Certificate of Insurance as evidence of the foregoing insurance, which shall provide for thirty (30) days' prior written notice to the Company in the event of cancellation or any material change in such insurance. The Provider will not permit any subcontractor to perform the Services, or any portion thereof, unless such subcontractor(s) is and remains insured in accordance with the insurance requirements set forth herein.

8. Termination. 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. Company also may terminate this Agreement at any time, with or without cause, upon thirty (30) business days' notice. To the extent that Company desires to terminate this Agreement or any Exhibit thereto, at Company's request, the parties shall discuss in good faith the expeditious winding-down of the applicable Services. Neither party shall be liable for any other costs of further activities conducted under this Agreement and any applicable Exhibit thereto after the effective termination date. Sections 2 (subject to the limitations on Section 2(c) stated therein) through 12 of this Agreement and any remedies for

breach of this Agreement shall survive any termination or expiration. Company may communicate such obligations to any other (or potential) client or employer of Provider.

9. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement 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 nor attempt to bind the other to any contract. Provider 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 and Provider agrees to defend, indemnify and hold Company harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (i) an alleged failure by Provider to satisfy any such obligations or any other obligation (under this Agreement or otherwise), or (ii) any other action or inaction of Provider. Provider will ensure that its employees and agents are bound in writing to Provider's obligations under this Agreement.

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

11. 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 of the Party to be noticed as set forth herein and if to Company, an additional copy shall be sent to: Actavis Inc., 60 Columbia Road, Building B, Morristown, New Jersey 07960, Attn: Legal Department or such other address as such Party last provided to the other by written notice.

12. Audit. The Provider agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information in the Provider'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 Provider agrees to permit the Company or its representatives to examine and audit the Records at no charge to the Company, with prior written notification and during normal business hours.

13. 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, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, malicious acts or damage, acts of aggression, energy or other conservation measures, explosions, failure of utilities, unusually severe weather, natural disasters, floods, mechanical breakdowns, material shortages, disease, terrorism, or other such occurrences (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.

14. 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.

15. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, excluding any provisions of law that would lead to the application of any law other than the laws of the State of Delaware. 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 Delaware Courts and the Parties submit to the exclusive jurisdiction of the Delaware Courts. Notwithstanding the foregoing, the Parties agree that the Company 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.

16. 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.

[SIGNATURE PAGE FOLLOWS]

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

ADHERIS, an inVentiv company

By: _____
Name: Howard Rabenstein
Title: CFO

ACTAVIS KADIAN LLC

By: _____
Name: TERRENCE D. FULLEM
Title: VP COMMERCIAL OVP

EXHIBIT A

SERVICES

Provider is being engaged to provide the Company, among other things, services in connection with the Company's branded product Kadian® (the "Product") as more fully described below (the "Services").

Service Period:

Services will commence on the Effective Date and end on May 31, 2010.

Adherence Program Overview:

(a) Program Objective

The goal of this 12-month adherence program is to improve patient persistence and increase the overall length of therapy by providing patients with education on the Product, tips to help manage pain, and timely, behavior-triggered refill reminders.

In order to provide a solid foundation for assessing program effectiveness, patients obtaining a prescription for the Product will be randomly assigned to either an Intervention Group or a Control Group using a rationally determined ratio.

Enrolled patients may receive one or more of the following communications as described below (copies of which are attached hereto in the Attachment A and incorporated herein):

Patient Intervention Group:

- A **Welcome Letter-** sent after the patient obtains his/her initial Product prescription. The content of the Welcome Letter serves to welcome patients to the program, set program expectations, and provide information about the Product.
- **Letter 2-** mailed in time to arrive approximately twenty to twenty-five days after patient picks-up the first prescription. This letter will reinforce the importance of discussing treatment with the patient's physician, and provide information on the Product.
- **Letter 3-** mailed to patients who pick-up a 2nd prescription, and is timed to arrive twenty to twenty-five day after that second prescription is picked-up. This letter will reinforce the importance of discussing treatment with the patient's physician, and discuss information on the Product.

Patient Control Group:

These patients do not receive communications but their refill behavior is tracked throughout the program. Provider will select a control group large enough for us to produce statistically significant results at the end of the program.

(b) Program Design & Communication Materials Development

Provider reviews the past twelve (12) months of the Product prescription data and develops a protocol schematic, (e.g. number, frequency, type, and timing of patient education letters). Provider clinical pharmacists also review the current clinical literature and patient materials to identify the key messages that are appropriate for a patient adherence program. Provider's clinical team, with input from our Chief Medical Officer, will then draft the letters. At the direction of the clinical team, the Provider desktop publishers create a set of template production letters that are provided to Company for medical/regulatory review which will be personalized, printed on the letterhead of the dispensing pharmacy chain, signed by the patient's local pharmacist, and delivered by first class mail. Alternatively, the letters may be created by the Company and must then be approved by our clinical team. All patient communications must be consistent with the Product's Package Insert as approved by the FDA, and Company, as applicable.

(c) Protocol Design & Analysis

Program patients' compliance and persistency will be tested against a randomized, concurrent control group of patients who do not receive communications. Patients will be prospectively randomized to either an intervention group or a control group in order to ensure statistical validity. Provider will utilize a control group rate large enough to ensure statistically significant results at the end of the program. The prescription behavior of both groups will be tracked throughout the program's duration.

Deliverables:

- Design, implementation, and management of the educational Product Adherence Program, including letter review, development and management
- Beginning 6 (six) months after the execution of this Agreement, quarterly presentation to the Company's brand team to report project status, program results and recommendations
- Monthly letter volume reporting

Provider's Pharmacy Network:

This program will be offered to all retail pharmacy chains in the Provider's pharmacy network, including Kmart, Kroger and Rite Aid. A complete list of chains is included in Attachment B attached hereto and made a part hereof.

Quality Assurance and Regulatory Compliance:

Provider's programs are designed to both increase the likelihood that patients act in accordance with drug therapy as directed by their physicians and to protect patient privacy. All letters will be consistent with the U.S. Department of Health and Human Services HIPAA privacy rules. Letters will be personalized, printed on the letterhead of the dispensing pharmacy chain, signed by the patient's local pharmacist, and delivered by first class mail.

All patient communications must be consistent with the Product's Package Insert as approved by the FDA, and all current content will be reviewed and approved by the Provider's Medical Director and the participating pharmacy chain(s).

Fees and Expenses

In consideration of the Services, the Company shall pay the fee set forth in the schedule below. Payment shall be payable in full to Provider without deduction of any kind within ninety (90) days of receipt of an invoice from Provider. Invoices for the amounts specified in the fee schedule will be sent directly to the Company's Accounts Payable Department unless otherwise specified. All fees specified in an invoice shall be exclusive of any applicable sales or similar taxes, which, to the extent such taxes are applicable, shall be paid by the Company.

					Program Development & Setup	$20,000
					Program Management (analysis, reporting, & mgmt) *($35,000 Discount off Standard Price of $75,000)*	$40,000
					*Persistency by Co-Pay - Optional**	*$10,000*
					*Patient Migration Analysis - Optional***	*$10,000*
					Program Subtotal	**$60,000**
Communication Costs						
Includes all costs associated with the production and mailing of patient letters. Program implementation and management will occur at all participating chains in the Adheris Pharmacy Network. Based on the intervention protocol(s) outlined above, Adheris estimates implementation fees as follows:						
Estimated # of Patients	Price Per Letter	Avg. Letters per Patient	Projected number of letters	Investment Per Patient	Total	
15,000	$2.31	2.5	37,500	$5.78	$86,625	
					Total Program Cost	**$146,625**

Fee Schedule:

- First payment of $49,218.83 (includes 70% of Project fee plus one month of total estimated intervention fees) is due upon the execution of this Agreement;
- Subsequent intervention fees of $7,218.83 to be paid on a monthly basis; and
- Final Payment of $18,000 (30% of Project fee) is due upon completion of the Services.

Total Investment **$ 146,625**

In addition, the Company will reimburse Provider for ordinary and necessary business expenses incurred subject to prior written approval by the Company. Reimbursement will be paid in accordance and subject to the terms and conditions of the Company' then-prevailing travel and expense policies.

All fees shall be payable by the Company to Provider in accordance with Section 1(d) of the Agreement and with the payment schedule set forth herein. In no event shall the total fees and expenses payable to Provider exceed the total amount of $146,625 without the prior written consent of the Company.

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.

ATTACHMENT A-1

Enrollment Letter

<KADIAN Enrollment Letter_EK Letter >

<John Sample>
<123 Main Street>
<Anytown>, <Anystate> <01234>
<Bar Code>

<PatientID> <PreDate>
~<VF=PresortCode>
~<VF=iMailingKitID> D~<VF=Sequence>

Dear <John Sample>:

Thank you for filling your KADIAN® (morphine sulfate extended-release) prescription at <PharmacyName>. We are writing to you to give you some information on your treatment with KADIAN®.

What you need to know about KADIAN® capsules

- KADIAN® capsules contain a medicine called morphine. They are prescribed to treat moderate to severe pain when continuous, around-the- clock pain relief is needed.
- Take KADIAN® capsules only as directed by your healthcare professional.
- KADIAN® capsules can provide you and your doctor with the convenience of once or twice a day dosing.
- Swallow the capsule whole. Do not chew, crush, or dissolve the pellets in the capsule. If you have a hard time swallowing capsules, speak to your pharmacist or healthcare professional. KADIAN® capsules may be sprinkled on apple sauce.
- Do not change your dose of KADIAN® capsules without talking to your healthcare professional.
- When taking KADIAN® for the first time, it may take up to two-days to realize the full effect.
- KADIAN® capsules require a new prescription each time it is filled.

2-Program Introductions-Enrollment:<As your pharmacists, we are committed to helping you manage your condition, so we would like to welcome you to the <ProgramName>. This complimentary service has been developed to help make sure you have the information and

advice you need to take your medications safely and effectively. This program may include timely reminders regarding the status of your prescription.>

Please take a moment to read the back of this page for Important Safety Information about KADIAN®.

For more information about your medicine, talk to your healthcare professional or call us at the pharmacy. We are available to answer any questions you may have. {You can also visit www.kadian.com}

9-Optional Healthcare Statement: <If your prescription has changed or the information in this letter is inconsistent with your healthcare professional's instructions, please disregard this letter and follow your healthcare professional's instructions.>

4- Opt-out statements-Enrollment letter: < If you do not wish to take advantage of this program or receive future mailings about your < KADIAN® > therapy, please call 1-800-xxx-xxxx. Please have the Patient ID number, found to the right of your name and address, available when you call.>

Important Safety Information About KADIAN® (morphine sulfate extended-release) Capsules

KADIAN® contains Morphine sulfate, an opioid agonist and a Schedule II controlled substance with an abuse liability similar to other opioid analgesics. KADIAN® can be abused in a manner similar to other opioid agonists, legal or illicit. This should be considered when prescribing or dispensing KADIAN® in situations where the physician or pharmacist is concerned about an increased risk of misuse, abuse, or diversion.

KADIAN® capsules are an extended-release oral formulation of morphine sulfate indicated for the management of moderate to severe pain when a continuous, around-the-clock opioid analgesic is needed for an extended period of time.

KADIAN® Capsules are NOT for use as a prn analgesic.

KADIAN® 100mg and 200mg Capsules ARE FOR USE IN OPIOID-TOLERANT PATIENTS ONLY.

Ingestion of these capsules or of the pellets within the capsules may cause fatal respiratory depression when administered to patients not already tolerant to high doses of opioids. KADIAN® CAPSULES ARE TO BE SWALLOWED WHOLE OR THE CONTENTS OF THE CAPSULES TO BE SPRINKLED ON APPLE SAUCE. THE PELLETS IN THE CAPSULES ARE NOT TO BE CHEWED, CRUSHED, OR
DISSOLVED DUE TO THE RISK OF RAPID RELEASE AND ABSORPTION OF A POTENTIALLY FATAL DOSE OF MORPHINE.

Serious adverse reactions that may be associated with KADIAN® therapy in clinical use are those observed with other opioid analgesics and include: respiratory depression, respiratory arrest, apnea, circulatory depression, cardiac arrest, hypotension, and/or shock.

Please see enclosed full prescribing information for more information.

Thank you for choosing <PharmacyName>.
Sincerely,
10-Closing: <Your Local PharmacyName Pharmacist>

<ph_Address>
<ph_City>, <ph_State> <ph_Zip>
<ph_Phone>

<8-Additional Mandatory Language>

Adverse drug experiences/events should be promptly reported to Actavis Kadian LLC, c/o KAI Research, Inc. at 1-888-496-3082.

6-Funding/Confidentiality Statement: **<<PharmacyName> has received compensation for this program from < Actavis Kadian LLC,> the distributor of <KADIAN®>. The confidentiality of your personal information is important to us. No individually identifiable information about you, your medication, or health condition has been or will be shared with < Actavis Kadian LLC >.>**

7-Disclosure Statement:<The educational information contained in this letter is offered to supplement your healthcare professional's advice, not to replace it. Always follow your healthcare professional's instructions.>

ATTACHMENT A-2

Reminder 1 Letter

<KADIAN Reminder 1 Letter >

<John Sample>
<123 Main Street>
<Anytown>, <Anystate> <01234>
<Bar Code>

<PatientID> <PreDate>
~<VF=PresortCode>
~<VF=iMailingKitID> D~<VF=Sequence>

Dear <John Sample>:

As part of the <Program Name>, we are writing to provide you with information about your KADIAN® (morphine sulfate extended-release) prescription and your treatment.

In order to maintain the benefit of your treatment, it is important that you remember to take your medicine as directed by your healthcare professional. Please take a moment to read the information provided in this letter.

Getting the most from your treatment

- It takes good communication between you and your healthcare professional to manage pain successfully. Keep him or her informed about how KADIAN® works for you.
- If you feel that your treatment with KADIAN® could work better for you, it is important to talk with your healthcare professional, who may decide to change your dose. Remember, only your healthcare professional can change your dose of KADIAN®.
- Continue to take KADIAN® capsules exactly as directed by your healthcare professional.
- Do not stop taking KADIAN® capsules all at once. Talk to your healthcare professional about how to stop taking this medicine.
- Make sure to plan ahead so you do not run out of medicine. KADIAN® requires a new prescription each time it is filled.

Please take a moment to read the back of this page for Important Safety Information about KADIAN®.

For more information about your medicine, talk to your healthcare professional or call us at the pharmacy. We are available to answer any questions you may have. {You can also visit www.kadian.com}

9-Optional Healthcare Statement: <If your prescription has changed or the information in this letter is inconsistent with your healthcare professional's instructions, please disregard this letter and follow your healthcare professional's instructions.>

5- Opt-out Statement-Reminder Letter:
<This letter is provided as part of the <Program Name>, a complimentary service developed to offer information and advice to help you manage your condition. If you do not wish to take advantage of this program or receive future mailings about your < KADIAN® > therapy, please call 1-800-xxx-xxxx. Please have the Patient ID number, found to the right of your name and address, available when you call.>

Important Safety Information About KADIAN® (morphine sulfate extended-release) Capsules

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Serious adverse reactions that may be associated with KADIAN® therapy in clinical use are those observed with other opioid analgesics and include: respiratory depression, respiratory arrest, apnea, circulatory depression, cardiac arrest, hypotension, and/or shock.

Please see enclosed full prescribing information for more information.

Thank you for choosing <PharmacyName>.
Sincerely,
10-Closing: <Your Local PharmacyName Pharmacist>
<ph_Address>
<ph_City>, <ph_State> <ph_Zip>
<ph_Phone>

<8-Additional Mandatory Language>

Adverse drug experiences/events should be promptly reported to Actavis Kadian LLC, c/o KAI Research, Inc. at 1-888-496-3082.

6-Funding/Confidentiality Statement: **<<PharmacyName> has received compensation for this program from < Actavis Kadian LLC,> the distributor of <KADIAN®>. The confidentiality of your personal information is important to us. No individually identifiable information about you, your medication, or health condition has been or will be shared with < Actavis Kadian LLC >.>**

7-Disclosure Statement:<The educational information contained in this letter is offered to supplement your healthcare professional's advice, not to replace it. Always follow your healthcare professional's instructions.>

ATTACHMENT A-3

Reminder 2 Letter

<KADIAN Reminder 2 Letter >

<John Sample>
<123 Main Street>
<Anytown>, <Anystate> <01234>
<Bar Code>

<PatientID> <PreDate>
~<VF=PresortCode>
~<VF=iMailingKitID> D~<VF=Sequence>

Dear <John Sample>:

Thank you for filling your KADIAN® (morphine sulfate extended-release) prescription at <PharmacyName>. As part of the <Program Name>, we are writing to provide you with information about your treatment with KADIAN®.

In order to maintain the benefit of your treatment, it is important that you remember to take your medicine as directed by your healthcare professional. Please take a moment to read the information provided in this letter.

Getting the pain relief you need

- Successful pain management is a joint effort between you and your healthcare professional.
- Let your healthcare professional know how KADIAN® is working for you. That way he or she can help make sure that you continue to get the pain relief you need.
- To get the most relief, continue to take KADIAN® on a regular schedule, as directed.
- Report any unusual episodes of pain to your healthcare professional as soon as possible. He or she may suggest a dose change. Remember, only your healthcare professional can change your dose of KADIAN®.
- If you experience any side effects while taking KADIAN®, talk to your healthcare professional.
- Make sure to plan ahead so you do not run out of medicine. KADIAN® requires a new prescription each time it is filled.

Please take a moment to read the back of this page for Important Safety Information about KADIAN®.

For more information about your medicine, talk to your healthcare professional or call us at the pharmacy. We are available to answer any questions you may have. {You can also visit www.kadian.com}

9-Optional Healthcare Statement: <If your prescription has changed or the information in this letter is inconsistent with your healthcare professional's instructions, please disregard this letter and follow your healthcare professional's instructions.>

5-Opt-out Statement-Reminder Letter:
<This letter is provided as part of the <Program Name>, a complimentary service developed to offer information and advice to help you manage your condition. If you do not wish to take advantage of this program or receive future mailings about your < KADIAN® > therapy, please call 1-800-xxx-xxxx. Please have the Patient ID number, found to the right of your name and address, available when you call.>

Important Safety Information About KADIAN® (morphine sulfate extended-release) Capsules

KADIAN® contains Morphine sulfate, an opioid agonist and a Schedule II controlled substance with an abuse liability similar to other opioid analgesics. Kadian can be abused in a manner similar to other opioid agonists, legal or illicit. This should be considered when prescribing or dispensing Kadian in situations where the physician or pharmacist is concerned about an increased risk of misuse, abuse, or diversion.

KADIAN® capsules are an extended-release oral formulation of morphine sulfate indicated for the management of moderate to severe pain when a continuous, around-the-clock opioid analgesic is needed for an extended period of time.

KADIAN® Capsules are NOT for use as a prn analgesic.

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DISSOLVED DUE TO THE RISK OF RAPID RELEASE AND ABSORPTION OF A POTENTIALLY FATAL DOSE OF MORPHINE.

Serious adverse reactions that may be associated with KADIAN® therapy in clinical use are those observed with other opioid analgesics and include: respiratory depression, respiratory arrest, apnea, circulatory depression, cardiac arrest, hypotension, and/or shock.

Please see enclosed full prescribing information for more information.

Thank you for choosing <PharmacyName>.
Sincerely,
10-Closing: <Your Local PharmacyName Pharmacist>
<ph_Address>
<ph_City>, <ph_State> <ph_Zip>

<ph_Phone>

<8-Additional Mandatory Language>

Adverse drug experiences/events should be promptly reported to Actavis Kadian LLC, c/o KAI Research, Inc. at 1-888-496-3082.

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ATTACHMENT B

# of Stores	Chain	City	ST
5266	Rite Aid	Camp Hill	PA
3401	Wal-Mart	Bentonville	AK
2183	SuperValu	Scottsdale	AR
1400	McKesson	San Francisco	CA
1860	Kroger	Cincinnati	OH
1140	Kmart	Troy	MI
1066	Medicine Shoppe	St. Louis	MO
1110	Safeway	Pleasanton	CA
837	Ahold	Braintree	MA
750	Opus-ISM	Little Falls	NJ
649	Winn-Dixie	Jacksonville	FL
472	Longs	Walnut Creek	CA
387	Costco	Issaquah	WA
258	Fred's	Memphis	TN
255	ShopKo	Green Bay	WI
228	A&P	Montvale	NJ
255	Duane Reade	New York	NY
15	Amerisource B C	Chesterbrook	PA
200	Hannaford Bros	Scarborough	ME
201	Giant Eagle	Pittsburgh	PA
194	HEB	San Antonio	TX
177	Medicap	W. Des Moines	IA
162	Meijer	Grand Rapids	MI
150	FDS	Dallas	TX
142	Wakefern	Jamesburg	NJ
138	Aurora	Milwaukee	WI
131	Pathmark	Carteret	NJ
103	Kerr Drug	Durham	NC
155	USA Drug	Pine Bluffs	AR
109	Weis Markets	Sunbury	PA
93	Schnucks	St. Louis	MO
70	Snyder's	Minnetonka	MN
63	Bi-Mart	Eugene	OR
71	Kinney	Gouverner	NY
60	Discount Drug Mart	Medina	OH
33	Neighborcare	Baltimore	MD


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