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**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Agreement”) is effective as of the 6<sup>th</sup> day of June, 2012 (the “Effective Date”) by and between Actavis Inc., for itself and on behalf of its subsidiaries, a Delaware corporation, with a place of business at: 60 Columbia Road, Building B, Morristown, NJ 07960 (“Actavis”), and Technekes, LLC located at: 1927 South Tryon Street, Suite 310, Charlotte, North Carolina 28203 (“Service Provider”).

1. Services and Payment.

(a) Services. Service Provider agrees to provide the services described in the relevant work order (the “Work Order”). Work Orders will be substantially in the form of Exhibit A. Upon execution, all Work Orders will be attached to and made a part of this Agreement.

(b) Work Orders. Service Provider will incorporate into this Agreement all services to be performed by it by attaching Work Orders to this Agreement, or by amending the relevant Work Order. Each Work Order shall set forth the project scope, schedule, project activities, tasks, and payment terms. Both parties must sign a Work Order for it to be effective. Each Work Order constitutes a contract which is separate from any other Work Order and a modification to or breach of any one Work Order alone does not modify or constitute a breach of any other Work Order unless otherwise agreed to in writing between the parties. If Service Provider anticipates overages on a project, Service Provider will immediately cease work, inform Actavis and ask for instructions as to how to proceed. Actavis is not financially responsible for work performed by the Service Provider that is not supported by a written and fully executed Work Order. All changes in a Work Order, including but not limited to the fees for a project, are not effective without Actavis’ prior written approval.

(c) Responsibilities of Service Provider. Service Provider shall use commercially reasonable efforts to: (i) provide the Services in accordance with the terms hereof; (ii) keep Actavis advised of the status of the Services; (iii) permit any Actavis representative to review and observe from time to time the provision of the Services; and (iv) provide Actavis with reports as requested by Actavis. All materials produced by Service Provider under this Agreement and any Work Order must be approved by Actavis prior to public dissemination.

(d) Service Provider Personnel. Service Provider will comply with Actavis’ requests for information that Actavis deems necessary to comply with its record keeping protocols. In the event information is required to comply with federal or state law reporting requirements, or any other requirements, Service Provider shall promptly provide such information to Actavis.

(e) Payment. As the only consideration due to Service Provider, Actavis will pay Service Provider for the Services pursuant to the relevant Work Order. Unless otherwise stated in the Work Order, Service Provider shall invoice Actavis monthly for all approved and documented expenses incurred during the previous period. All invoices are due and payable within forty-five (45) days of the date of receipt of the invoice.

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EXHIBIT  
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(i) Travel expenses. Actavis must approve all travel plans in advance. Service Provider's expenses must comply with Actavis' Travel Policy, attached as Exhibit B, as modified from time to time by Actavis.

(ii) No mark-up. Service Provider 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 Service Provider will be passed onto Actavis.

## 2. Confidentiality and Ownership Rights Ownership.

(a) Ownership. Actavis owns 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 Service Provider in connection with performance of the Services or any Proprietary Information (as such term is defined below) (collectively, the "Work Product") and Service Provider 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 Service Provider hereby makes all assignments necessary to accomplish the foregoing establishment of ownership as if Service Provider was an employee of Actavis. Service Provider 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. Service Provider hereby irrevocably designates and appoints Actavis as its agent and attorney-in-fact to act for and in Service 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 Service Provider. In addition, Actavis hereby grants to the Service Provider a non-exclusive, non-transferable limited license to use the Work Product, and any other intellectual property Actavis has authorized it to use, solely in connection with the Services. Notwithstanding the foregoing, Service 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 ("Service Provider's IP"), even if Service Provider's IP is used in connection with the Services. In such event, Service Provider shall grant Actavis a non-exclusive license to use the Service Provider's IP solely in connection with the product of the Services, as is necessary.

(b) Confidential and Proprietary Information. Service Provider agrees that this Agreement, 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 Service Provider 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." Service Provider will hold in confidence and not disclose or, except in its performance of the Services, use any of the Confidential and Proprietary Information. Service Provider shall use the Confidential and Proprietary Information only in furtherance of Service Provider's performance of the Services, and shall not transfer or otherwise disclose the Confidential and Proprietary Information to any third party. Notwithstanding the foregoing, Service Provider may give access

to the Confidential and Proprietary Information to its employees, contractors, and consultants with a need to know for purposes of this Agreement, as long as such employees, contractors, and consultants are bound by confidentiality obligations similar to those set forth herein.

The restrictions on use or disclosure of Confidential and Proprietary 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 Service Provider; (iii) Service Provider can demonstrate by written evidence was in its possession prior to disclosure by Actavis; (iv) subsequent to disclosure by Actavis, becomes known to Service Provider through a third party unless Service Provider knew or reasonably should have known such party did not have a right to make such disclosure; or (v) the Service Provider can demonstrate by written evidence it was discovered or developed by recipient independently of any disclosure by Actavis. If the Service Provider is legally compelled by court order or subpoena to disclose any Confidential and Proprietary Information, it will give Actavis immediate notice thereof so that the Actavis may seek a protective order. Service Provider shall provide reasonable assistance in such effort. In the event the Service Provider is required to disclose any Confidential and Proprietary Information, the Service Provider shall furnish only that portion of the Confidential and Proprietary Information that is legally required.

(c) Equitable Relief. In the event of a breach or threatened breach of any provision of this Section 2, the non-breaching party shall have the right to seek 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 may cause irreparable injury to the non-breaching party and that money damages may 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. Representations. Service Provider hereby represents, that:

(a) it will perform the Services in a professional and workmanlike manner in accordance with the highest industry standards currently applicable to such Services and that none of such Services, any part of this Agreement, and/or Work Order is or will be inconsistent with any obligation, which Service Provider or any of its employees may have to others;

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

(c) all work under this Agreement or any Work Order associated herewith shall be Service 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, Service Provider);

(d) it is under no obligation, restriction or limitation, contractual, administrative, judicial or otherwise, to any other individual, entity or governmental agency that would prohibit Service Provider from entering into this Agreement or performing under this Agreement and Service Provider is free to enter and perform hereunder. Furthermore, Service Provider has the full right to provide Actavis with the assignments and rights provided for herein.

4. Compliance with the Law.

(a) Each party will comply with all international, federal, state and local laws and regulations applicable to its operations as they relate to the Services, including but not limited to, all terms of the 2009 Pharmaceutical Research and Manufacturers of America (PhRMA) Code on Interactions with Health Care Professionals, as amended and

(b) Service Provider further represents that:

(i) pursuant to 48 C.F.R. § 52.209-6, neither Service Provider 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 Service Provider, 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, Service Provider will notify Actavis immediately.

(ii) any compensation paid by Actavis to Service Provider is for legitimate, bona-fide services, and that no portion of compensation, if any, paid by Actavis to Service Provider has been, or will be paid or pass through to any other person or entity, if such payment or 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; and

(iii) 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 favorable rulings for Actavis, or for any other improper purpose.

Any breach by Service Provider 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 Service Provider 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 losses, 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 in a Work Order associated herewith, 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 or proceeding to the extent that it arises from the negligence or willful misconduct of the other party. The above obligation to indemnify shall 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. Each party, as applicable, shall be reimbursed for all reasonable, actual, out-of-pocket expenses incurred by such party in connection with responses to subpoenas and other similar legal orders issued to such party with respect to the Services performed under this Agreement and any applicable Work Order.

6. Insurance. The Service Provider shall, at its own cost and expense, obtain and maintain in full force and effect all necessary insurance in accordance with industry standards during the term of this Agreement, including but not limited to, Worker's Compensation insurance as required by law, liability insurance and insurance generally recognized as necessary and appropriate for the protection of consultant and clients against liabilities incurred as a result of the Services.

The parties understand and agree that additional insurance requirements may be set forth in a Work Order and agreed upon by both parties in writing.

7. Term and Termination.

(a) The term of this Agreement will commence on the Effective Date, and continue for one (1) year, unless extended or cancelled in writing by the parties, or otherwise stated in an executed and agreed upon Work Order. If this Agreement is terminated, its terms and conditions shall continue to be applicable to any Work Order issued hereunder and still in effect as of the date of termination.

(b) Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice. Either party may also terminate any Work Order, upon fifteen (15) days' notice. In the event of such termination of a Work Order, Service Provider will immediately cease work on such project and inform all third-party vendors or others engaged in such work to cease their activities under the relevant Work Order.

(c) If (and only if) Actavis terminates this Agreement or any Work Order without cause, Actavis shall pay Service Provider an amount pro-rated for the actual work satisfactorily completed and delivered to Company in accordance with the specifications set out in the relevant Work Order and non-cancelable obligations pre-approved by Actavis and entered into prior to the actual expiration or termination date. Additionally, any unexpended funds based on the above pro-ration and previously paid by Actavis to Service Provider must be refunded to Actavis within thirty (30) days of the termination date and in conjunction therewith, Service Provider must provide documentation accounting for the expended funds. Actavis may communicate such



obligations to any other (or potential) client or employer of Service Provider. Sections 2 (subject to the limitations on Section 2(c) stated therein) and Section 5 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

(d) Either party may terminate this Agreement or any Work Order, upon the initiation of insolvency proceedings, voluntary or involuntary, receivership or assignment for the benefit of creditors of the party's assets, where such proceeding, receivership or assignment is not dismissed within thirty (30) days of initiation.

8. 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. Service 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. No employee, or agent engaged by Service Provider shall be, or shall be deemed to be, an employee or agent of Actavis and shall not be entitled to any benefits that Actavis provides to its own employees. Service Provider will ensure that its employees and agents are bound in writing to Service Provider's obligations under this Agreement.

9. Equal Employment Opportunity Employer. Actavis is an equal employment opportunity employer. The parties agree that, as applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein. The Service Provider also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471), as applicable, relating to the notice of employee rights under federal labor laws.

10. Publicity. Except as required by law, neither party will disclose nor 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.

11. Assignment. This Agreement and the Services contemplated hereunder are personal to Service Provider and Service 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 Actavis. Any attempt to do so shall be void.

12. 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 Actavis, an additional copy shall be sent to: Actavis Inc., 60 Columbia Road, Building B, Morristown, New Jersey 07960, Attn: Legal Department, uslegal@actavis.com or such other address as such party last provided to the other by written notice.

13. Audit. The Service Provider agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information in the Service 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 following expiration or termination of this Agreement. The Service Provider agrees to permit Actavis or its representatives to examine and audit the Records at no charge to Actavis, with fifteen (15) days prior written notification and during normal business hours.

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. Any party delivering an executed counterpart of this Agreement by facsimile 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 Delaware 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.

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 or any Work Order 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 any attached Work Orders 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 Work Order 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.

TECHNEKES, LLC

ACTAVIS INC.

By:   
Name: STEVEN P. AMADIO  
Title: PRESIDENT

By:   
Name: TERRENCE FULLERT  
Title: VP COMMERCIAL DVP

EXHIBIT A

FORM OF WORK ORDER

This Work Order (the "Work Order") is entered into by and between Actavis Inc. ("Actavis") and Technekes, LLC ("Service Provider") effective \_\_\_\_\_, 2012. This Work Order is hereby attached to and made a part of the Master Services Agreement between Actavis and Service Provider dated May \_\_, 2012 (the "Agreement") in accordance with the terms thereof. The Services will be provided in accordance with the terms and conditions of the Agreement. All capitalized terms used herein but not defined have the same meanings ascribed to them in the Agreement. In the event of a conflict between this Work Order and the Agreement, the Agreement will control, unless specifically stated to the contrary in the work order.

I. Work Scope:

[Outline work to be done, and/or attach presentation, quotation or proposal. This must include project description, project timelines, activities, tasks, budgets, payment schedule tied to deliverables or be based on monthly invoicing for actual time spent at a set hourly rate.]

\*\*\*Must include description of Deliverables\*\*\*

II. Term of project:

Start Date:

End Date:

III. Fees and Expenses:

Estimated Fees:

Estimated Expenses:

Total Estimated Amount:


IV. Additional Terms and Conditions: [insert if any] or [None.]


[List Payment Schedule noting whether payment is tied to Deliverables or an Hourly Rate.]

By their signatures below, the parties are agreeing to the terms of this Work Order.

TECHNEKES, LLC

ACTAVIS [insert entity]

By:   
Name: STEVEN P. AMADIO  
Title: PRESIDENT  
Date: 6/6/12

By:   
Name: TERRENCE FULLEN  
Title: VP COMMERCIAL DVP  
Date: 6/6/2012



## EXHIBIT B

## TRAVEL POLICY

Service Provider 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).

Service Provider 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 Service Provider 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 Service Provider 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.