

**Kadian RepOnCall Program  
("Program")  
Work Order #2**

Actavis Inc. ("Actavis") and Tecknekes, LLC ("Contractor" or "Service Provider") have entered into that certain Master Services Agreement (the "Agreement"), dated June 6, 2012, the terms of which are incorporated herein by reference. Pursuant to the terms of the Agreement, as amended, this Addendum II to Work Order No.2 ("Addendum II"), as of May 4, 2013, (the "Amendment Effective Date") is made between Watson Pharma, Inc. ("Company" or "Watson") (which the parties acknowledge and agree is an affiliate of Actavis and which will now be the signatory hereto. In the event of any conflict between the terms of this Work Order and the Agreement, the terms of this Work Order shall govern but solely with respect to the Services to be provided by Contractor pursuant to this Work Order and shall not affect the provisions of the Agreement as they apply to other services provided by Contractor pursuant to such agreement or any other work order. Capitalized terms used in this Work Order without definition shall have the meanings given such terms in the Agreement.

**WHEREAS**, the Parties desire to amend the Agreement in order to modify certain terms and conditions set forth herein;

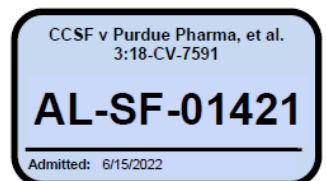
**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. The following shall be added to Section 1 of Work Order 2 of the Agreement, as amended:

Service Provider will deploy one additional experienced pharmaceutical representative with experience in CNS, to call upon an established list of 800 healthcare providers. All such Services provided by Service Provider hereunder shall be at the direction and guidance of Watson, including, but not limited to all promotional and marketing messaging and scripts communicated to targets ("Target").

To ensure Service Provider's representative is successful in tracking his/her activity, Service Provider will utilize its proprietary CRM database, campaign.io. With this functionality, Service Provider will:

- Understand each health care professional ("HCP") individually and as part of his/her practice
- Keep track of additional individuals associated with said practice
- Determine call planning and record call resolutions
- Record answers to survey questions
- Electronically fax sample request forms to the physician immediately after representatives' discussions (all sample request forms shall be provided by Watson)
- Electronically fax medical communications forms to the physician immediately after representatives' discussions (all medical communication forms shall be provided by Watson)
- Provide program reporting per representative and by program to understand progress



toward performance metrics

- Develop programs quickly and efficiently using a common framework, while offering Watson's program any needed customization (all such development to be communicated to Watson prior to any implementation thereto)

Service Provider will train its representatives, using Service Provider's call application and conversation guides, through TOAST, Technekes Outreach Associate Sales Training methodology. This process engages HCP office decision makers by:

- Ensuring the representatives have a conversation with the physician -- and not a features presentation
- Guarding against a traditional, expected sales conversation
- Getting the target to reveal their pain points
- Tailoring Service Provider's approach and training to Watson's USP
- Training and enforcement of critical skills throughout the program

In addition, representatives will be trained by Watson on its Adverse Event reporting policy, regulatory training, including, but not limited to 'off-label usage' principles and product-specific training, which may be conducted online, by Watson.

Prior to starting the program, but after the training, Watson will send the HCP target file for data cleansing, contact appending and segmentation. Through Service Provider segmentation process, Service Provider is able to:

- Align contact strategy with program strategy -- maintenance or growth approach
- Segment based on key market and performance indicators
- Apply scoring methodology to determine segment with highest existing behavior or future potential, followed by secondary writers
- Determine frequency of contact, governed by appropriate rules

To maintain high standards, Service Provider will use several techniques to drive staff performance:

- ✓ **Representative audio calls will be monitored.** Unless Watson specifies otherwise, our representatives record 50% of their calls into their libraries. The libraries are available to Service Provider reps, Service Provider program staff and Watson. Service Provider shall regularly provide copies of these calls to Watson in program update communications.
- ✓ **Recorded calls form the core of Service Provider's bi-weekly coaching sessions.** Service Provider's program manager and representatives have one-on-one meetings to review calls, each providing feedback to the content-recognizing successes and isolating opportunities for improvement.
- ✓ **Best practices will be shared.** While the results of the individual coaching sessions are private to each representative, the information is broadly shared through a weekly best practices meeting. In these sessions, Service Provider shares insights into critical topics such as: techniques for developing familiar virtual relationships, engaging the gatekeeper to provide information and enable the passing of information to key office personnel, ensuring sample request forms are signed and returned to the fulfillment house for delivery and establishing credibility with physicians over the phone.

- **Incentives.** Recognizing success is fundamental to a representative's feelings of accomplishment and improvement. To that end, Service Provider employs an incentive program rewarding representatives for key performance indicators tied directly to program goals. Service Provider obtains the results for these metrics from the programs' calling applications and view results by indicators such as, number of daily calls that were 'conversations of value', number of sample request forms that were seeded and then resulted in mailed samples, and most importantly, increases in the program metrics such as prescribing behavior in the course of the period over baseline. Any such incentive program shall be consistent with and not in violation of any applicable laws and regulations, including, but not limited to federal and state anti-kickback regulations
  
- 2. **Fees.** Schedule A of the Agreement, as amended in Addendum I, is hereby deleted in its entirety and replaced with the new Schedule A ("Schedule A") attached hereto Exhibit I. The fees shall be as set forth on this Schedule A. (Fees all coincide with deliverables and timetable). Contractor shall invoice Company monthly which invoices shall be paid in accordance with Section 1(e) of the Agreement (45 days after receipt of invoice).
  
- 3. Service Provider will provide Program from now through December 31, 2013, as set more specifically detailed in Schedule 1 attached hereto.
  
- 4. **Counterparts.** This Addendum II may be executed in any number of counterparts each of which shall be an original instrument and all of which, when taken together, shall constitute one and the same agreement.
  
- 5. **Entire Agreement; Addendum.** The remainder of the Agreement remains in full force and effect. This Addendum II and the Agreement, including the Exhibits attached thereto contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous verbal and written letters, agreements, representations and warranties. In the event of any conflict among the terms and provisions of this Addendum II and the Agreement, this Addendum II shall control.

**IN WITNESS WHEREOF**, Company and Contractor have caused this Addendum II to be duly executed as of the Addendum Effective Date, each copy of which shall for all purposes be deemed to be an original.

**Watson Pharma, Inc.**  
 By: *Lynne Amato*  
 Name: Lynne Amato  
 Title: VP, Brand Marketing  
 Date: 5/9/13

**Technekes LLC**  
 By: *Steve Amedio*  
 Name: Steve Amedio  
 Title: President and COO  
 Date: 5/7/13

**Exhibit 1**  
**Schedule A – RepOnCall Program Schedule**

	<b>Total Program Fee</b>
<b>Technekes RepOnCall Program</b>	
<b>Technical Program Planning &amp; Implementation (One-time only)</b>	NA
Target Address/Phone Verification/Append and Target Segmentation	
Outbound Call Planning, Configuration, Testing and Deployment	
<b>Program Management (\$1,200/month)</b>	<b>\$ 9,600</b>
Monthly Reporting	
Vendor Management	
Status Calls	
Tech Support	
<b>Dedicated Sales Management &amp; Quality Assurance</b>	<b>\$ 12,000</b>
Program Training (Role Play, CRM, Phone, Product Reinforcement)	
Ongoing Sales Operations and Quality Assurance	
Sales Coaching and Quality Management	
Sales Planning	
Workforce Management	
<b>Dedicated Sales Representative Staffing</b>	<b>\$ 60,442</b>
Wages & Taxes	
Benefits Package	
Paid Time Off (PTO)	
<b>Sales Representative Variable Compensation*</b>	<b>\$ 20,147</b>
Variable Incentive/Bonus Plan for Reaching Sales Goals	
<b>Estimated Pass Through Operational Budget</b>	<b>\$ 1,000</b>
Dedicated Phone Line	
Dedicated Fax Line	
Sales Rep Travel & Expenses	
CRM System	
<b>Program Budget</b>	<b>\$ 103,189</b>

*\*Based upon Sales Reps meeting agreed upon goals*

<b>Additional Expenses:</b>	
<b>Travel Fees</b>	<b>As billed, estimated at \$5,000</b>
<b>Third Party Agreement Fees</b>	<b>TBD</b>
<b>Fulfillment: Examples include Welcome Kit - follow up letter, etc.</b>	<b>TBD, estimated at \$9,600</b>
<b>Ad Hoc IT Requests</b>	<b>\$175 per hour</b>
<b>Ad Hoc Account Management and Training requests</b>	<b>\$125 per hour</b>

<b>Assumptions:</b>	
<u>1</u>	<u>Each Sales Representative can effectively support 800 targets.</u>
<u>2</u>	<u>8 Month program. 1 Product Detail.</u>
<u>3</u>	<u>Target demographic information and any supporting information will be provided by Watson (Rx data, TPA, etc).</u>
<u>4</u>	<u>The Sales Representatives hired will have the appropriate level of background in education and experience to represent the product to its best advantage.</u>
<u>5</u>	<u>Additional target communications have not been estimated beyond those assumptions specifically outlined in this estimate. Efforts such as a survey, newsletter series or any other communications direct mail fulfillment and/or email would vary based on chosen strategy and communication design. Fulfillment not included in pricing.</u>
<u>6</u>	<u>Any out of pocket costs such as travel for training or other travel directly necessary to the performance of this program, call application seat usage, call equipment and related supplies, phone bills incurred by the program for outbound calling, and other administrative expenses incurred in direct association with the implementation of this initiative have been estimated above. All such expenses will be billed at cost to Watson and in accordance with its reimbursement policy set forth herein.</u>
<u>7</u>	<u>Service Provider has taken every reasonable caution to ensure that this estimate reflects the desired outcomes stated by Watson for this initiative.</u>

**Elaine M Burke**

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**From:** JDE\_System  
**Sent:** Thursday, May 09, 2013 2:31 PM  
**To:** Elaine M Burke  
**Subject:** Order Approved O2 75951

RE: Approved Order

Order: O2 75951  
Vendor: 105567 TECHNEKES LLC  
CER No:

Line #	Qty	Unit Cost	Total Cost	Item / Description
1.000	.00	.00	103,189.00	WORK ORDER #2 REP ON CALL PROG

Desc 2: JUNE-DEC. 2013  
CC: 506600 Brand - Kadian  
Acct: 7640 Other Outside Serv  
Promised Date: 12/31/2013

The above order has been approved at all required levels and will be processed through for ordering.

Cordially,  
Purchasing Department