

Ortho Dermatologics Network Pharmacy Purchase Terms and Conditions

Ortho Dermatologics, a division of Bausch Health US, LLC, ("Company") has established of a network of retail pharmacies (the "Network") to improve Patient access to Company's Products. Pharmacies included in the Network must agree to (i) stock and dispense Products to Patients and (ii) adjudicate Company's Patient Savings Card for eligible Patients in accordance with Program Rules. Pharmacies approved by Company to participate in the Network (each a "Pharmacy") must adhere to all the following terms and conditions ("Terms and Conditions"). Inclusion in the Network is subject to Company's prior written approval. Company may modify these Terms and Conditions on a prospective basis on written notice to Pharmacy.

1. Definitions.

- a. Adverse Event means any event reportable under the 21 C.F.R. § 314.80 (with respect to pharmaceutical drugs) or 21 C.F.R. § 600.80 (with respect to biologics), as applicable, each as may be updated or amended from time to time.
- b. Applicable Law(s) means all applicable statutes, laws, ordinances, codes, rules, orders and regulations of any kind whatsoever of any federal, state, local or other United States governmental entity or regulatory authority, as may be amended from time to time, that apply to Company' or Pharmacy.
- c. Authorized Distributors means Cardinal Health, Cencora, McKesson Corporation, and FFF Enterprises. Company may change or add Authorized Distributors with respect to any Product upon written notice to Pharmacy.
- d. Commercial Third-Party Insurance means any Third-Party Insurance other than a Government Health Care Program.
- e. Government Health Care Program means (i) any Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)), including Medicare Parts A or B, any Medicare Advantage plan, any Medicare Part D plan, any state Medicaid program, any managed Medicaid plan, TRICARE, the Veterans Administration health coverage or Department of Defense health coverage; or (ii) any other federal or state programs that provide outpatient coverage of prescription drugs, including the Puerto Rico Government Health Insurance Plan.
- f. Patient means person for whom a Product has been prescribed by a licensed healthcare provider and will be treated with such Product.
- g. Patient Savings Card means, on a Product-by-Product basis, Company's patient savings card that allows eligible Patients with Commercial Third-Party insurance or cash paying patients (including uninsured Patients, commercially insured Patients with out-of-pocket costs that are higher than the cash pay price specified in the Program Rules who would prefer to pay cash than use their insurance benefit, or commercially insured Patients whose plans do not cover the prescribed Product) to save on their out-of-pocket costs for such Product.
- h. Pharmacy Locations means all of Pharmacy's owned and operated locations that acquire and dispense Products that are specified in the Pharmacy Locations & Onboarding Form completed by Pharmacy.
- i. Pharmacy Locations & Onboarding Form means Company's form that Pharmacy must complete and submit to Company to be considered for inclusion in the Network. The Pharmacy Locations & Onboarding Form is available electronically on Company's website.

- j. Products means Company's pharmaceutical products listed in Exhibit A to these Terms and Conditions. Company may remove any Product at any time upon written notice to Pharmacy.
 - k. Product Complaint a written, electronic or oral communication or expression of dissatisfaction regarding the identity, quality, durability, reliability, safety, effectiveness or performance of a Product
 - l. Program Rules means the terms, conditions, patient eligibility criteria, and patient savings amounts for each Patient Savings Card program, as established by Company in its sole discretion. The current Program Rules are set forth in Exhibit B to these Terms and Conditions.
 - m. Third-Party Insurance means any plan or program that provides insured coverage of prescription drugs to individuals, including self-insured employer plans, individual and group policies of health insurance and Government Health Care Programs.
2. Pharmacy Onboarding; Inclusion in Network.
- a. Pharmacy must complete Company's Pharmacy Locations & Onboarding Form to be considered for inclusion in the Network. Pharmacy's inclusion in the Network is subject to Company's prior written approval.
 - b. Upon approval to join the Network, Pharmacy must promptly report to Company (i) Pharmacy's inventory for each Product as of the date Pharmacy becomes part of the Network and (ii) one month of historical dispense data for each Product.
 - c. If Pharmacy fails to comply with these Terms and Conditions, Company may terminate Pharmacy's inclusion in the Network upon written notice to the Pharmacy.
 - d. Pharmacy may elect to discontinue its participation in the Network on at least thirty (30) days' prior written notice to Company.
3. Product Purchase.
- a. Subject to these Terms and Conditions, Pharmacy shall purchase all its requirements of the Products exclusivity from an Authorized Distributor. All terms and conditions related to Product purchases not specified in these Terms and Conditions (e.g., order requirements, purchase quantities, payment terms, title and risk of loss) are subject to negotiation by Pharmacy and each Authorized Distributor.
 - b. Pharmacy must purchase only that amount of each Product that Pharmacy reasonably requires to meet its reasonably projected demand of Patients.
 - c. At Company's request, Pharmacy will report to the Authorized Distributors, with respect to all Pharmacy Locations, complete and unblinded information regarding all Product inventory on hand. Complete data sets must include Pharmacy's (and/or the Pharmacy Location's) NPI, NABP/NCPDP DEA, and HIN numbers.
 - d. Pharmacy must permit the Authorized Distributors to report this data to Company in the form of an EDI 867 data report (in accordance with Exhibit C). If Pharmacy's Product purchase records are incomplete or blinded, Pharmacy must maintain a complete data record of all Product purchases and dispenses (to Company's reasonable satisfaction), and Pharmacy must provide such records to Company on a weekly basis. With each transmission of such data records, Company must certify that the information is accurate and complete.
4. Own Use. Pharmacy must purchase Products only to fill prescriptions for Patients for such Patients' own use. Pharmacy must not sell or in any manner transfer any Products purchased hereunder to any

other person or entity (including, without limitation, any other pharmacy, distributor, wholesaler, hospital, integrated delivery network, or physician practice) for subsequent distribution or sale. Any transfer or resale of Product(s) purchased hereunder will be considered a material breach of these Terms and Conditions. Company shall have no liability to Pharmacy and no duty to indemnify Pharmacy if Pharmacy violates this section.

5. Pharmacy Obligations.

- a. Patient Savings Card. When dispensing Product to an eligible Patient, Pharmacy shall adjudicate the applicable Patient Savings Card, in accordance with this section and the applicable Program Rules and in compliance with all Applicable Laws, to allow such Patient to save on their out-of-pocket costs. To adjudicate a Patient Savings Card, Pharmacy must (i) join the custom pharmacy network of Company's third-party vendor that administers the Patient Savings Card program and (ii) maintain the systems and capabilities necessary to permit Pharmacy to submit claims to adjudicate the applicable Patient Savings Card(s) in accordance with these Terms and Conditions and the Program Rules. On or before the date Pharmacy is accepted into the Network, Company will provide to Pharmacy the current Program Rules for each Patient Savings Card program. Company will promptly provide to Pharmacy any updated or new Program Rules.
 - i. Upon Pharmacy's receipt of a Patient's prescription for a Product, Pharmacy shall determine whether such Patient is eligible to participate in Company's applicable Patient Savings Card in accordance with the Program Rules, including whether the Patient has Commercial Third-Party Insurance.
 - ii. For Patients with Commercial Third-Party Insurance who have coverage for the prescribed Product (unless such coverage results in Patient out-of-pocket costs that are higher than the applicable cash-pay price specified in the Program Rules and the Patient indicates that he or she would rather pay cash outside of any commercial insurance benefit), Pharmacy shall (i) collect from the Patient the minimum Patient out-of-pocket amount specified in the applicable Program Rules, and (ii) adjudicate the balance of the Patient's required co-payment to the Patient Savings Card as a secondary claim in accordance with the Program Rules. Pharmacy is not obligated to submit claims to any Commercial Third-Party Insurance provider if (A) the applicable Commercial Third-Party Insurance provider prohibits submission of the given claim for any reason, or (B) the Patient requests that the claim not be submitted to the Commercial Third-Party Insurance provider.
 - iii. For cash-paying Patients (including uninsured Patients, commercially insured Patients with out-of-pocket costs that are higher than the cash pay price specified in the Program Rules who would prefer to pay cash than use their insurance benefit, or commercially insured Patients whose plans do not cover the prescribed Product), Pharmacy shall offer the applicable Product for sale at the Product cash-pay price specified in the Program Rules. Pharmacy must not increase the cash-pay price or "balance-bill" any Patient for any additional amount.
 - iv. Pharmacy must not modify or change any Other Coverage Code (OCC) with the Commercial Patient's Third-Party Insurance or change the Patient's out-of-pocket responsibility, unless expressly permitted by the Program Rules.
 - v. Pharmacy must not knowingly adjudicate the Patient Savings Card for any Patient that participate in a Government Health Care Program.

- vi. Company shall reimburse Pharmacy, through its third-party vendor that administers the applicable Patient Savings Card on behalf of Company, for the applicable savings amounts that Pharmacy provided to Patients at the point of sale in accordance with the following terms:
 - A. For Product dispensed to Patients under their Commercial Third-Party Insurance benefit, Company will reimburse Pharmacy for the amount of the Patient's required co-payment, less the amount Pharmacy collected from each Patient, up to the Patient Savings Card limit.
 - B. For cash-paying Patients (including uninsured Patients, commercially insured Patients with out-of-pocket costs that are higher than the cash pay price specified in the Program Rules who would prefer to pay cash than use their insurance benefit, or commercially insured Patients whose plans do not cover the prescribed Product), Company will reimburse Pharmacy in accordance with the Product Reimbursement Table, set forth in Exhibit D attached hereto.
 - vii. Pharmacy must maintain, for at least two (2) years following each transaction, adequate and complete records capable of demonstrating that each transaction using a Patient Savings Card is tied to a dispense to a Patient of the correct Product in the correct package size. Upon Company's request, Pharmacy shall provide to Company or its agent(s) (A) Product purchase records and (B) standard, de-identified transaction-level claims records/data related to Patient Savings Card adjudications (including payments made on behalf of a Patient from the Patient's primary Commercial Third-Party Insurance provider).
 - viii. Pharmacy shall allow Company, or its agent(s), to audit, on a periodic basis, Pharmacy's Product purchase records, transaction-level claims records related to Patient Savings Card adjudications, and all relevant contracts and documents between Pharmacy and third-party adjudication vendors related to Products and any Patient Savings Cards, to verify that Pharmacy's transactions using a Patient Savings Card have been made in compliance with these Terms and Conditions, the Program Rules, and all Applicable Laws. Any such audit shall be conducted in accordance with all applicable local pharmacy laws and regulations and federal and state privacy laws. All audits under this section shall be performed in accordance with section 18 of these Terms and Conditions.
 - ix. Pharmacy shall not apply any other coupon, copay savings card, or cash card when it adjudicates claims for and dispenses any Product to Patients eligible to use the Patient Savings Card, including without limitation any patient savings cards previously offered by Company and patient savings programs or cash cards offered by any other third parties.
 - x. Any failure by Pharmacy to comply with this Section 5(a) shall be considered a material breach of these Terms and Conditions and shall be cause for removal from the Network.
- b. Dispensing Data. Pharmacy shall report to Company, for all Pharmacy Locations that adjudicate Patient Savings Cards, raw dispensing data to Company's data vendor through EDI feed. Dispensing data must include dispense coverage type, Product NDC, date of dispense, and quantity of Product dispensed. Pharmacy shall include all intra-Pharmacy Product within the dispensing data set (including transfers from Pharmacy's warehouse or storage area(s) to a Pharmacy store). Pharmacy shall provide this Product dispensing data to Company on a weekly basis (consistent with Exhibit D), specifying each report date within the weekly transmission. All data must be deidentified, removing all protected health information and Patient identifiable information.

c. PBM/Payer Networks

- i. Pharmacy must participate in the pharmacy networks of all or most pharmacy benefit managers (“PBM”) and prescription drug plans that manage or provide prescription drug benefits to Patients in the geographic areas(s) in which Pharmacy services Patients, allowing Pharmacy to dispense Products to Patients under their commercial insurance benefits. Pharmacy must remain in good standing with such PBMs and prescription drug plans while Pharmacy is included in the Network.
 - ii. When Pharmacy is not in the pharmacy network for a Patient’s Commercial Third-Party Insurance, Pharmacy shall so inform the Patient and, if Pharmacy in good faith believes that coverage for the Product may be available if the Product is dispensed by a retail pharmacy that is in such payor’s pharmacy network, Pharmacy shall advise the Patient. If elected by the Patient, Pharmacy may treat the Patient as not having Third-Party Insurance and dispense the Product to the Patient under the applicable Patient Savings Card cash-pay option. Otherwise, Pharmacy must transfer the Product prescription to a pharmacy that is in network with the Patient’s Commercial Third-Party Insurance. Pharmacy must not charge any Patient, pharmacy or other entity a fee associated with any such transfers.
 - iii. Pharmacy shall provide Company with prompt written notice in the event that Pharmacy is removed from any PBM’s pharmacy network (whether such removal is voluntary or involuntary), and shall cooperate in good faith with Company to transfer Patients to other pharmacies within Company’s pharmacy network to help ensure that Patients can continue to receive Products pursuant their prescription drug benefits.
6. Clinical Independence. Nothing in these Terms and Conditions shall be construed as requiring or encouraging the use of a Product where it is not clinically appropriate or in the best interest of the Patient. All prescribing and treatment decisions shall be solely those of the patient’s treating physician. Pharmacy shall not undermine or otherwise usurp the clinical judgment of a patient’s treating physician. Pharmacy shall not implement any intervention technique, or counsel or encourage any patient, physician, or any other healthcare professional to use or prescribe any Product over any other medically appropriate pharmaceutical product or treatment. Pharmacy shall not offer physicians or any other healthcare professionals any financial inducement to prescribe or switch patients to a Product. Company shall have no liability to Pharmacy and no duty to indemnify Pharmacy, if the Pharmacy violates this section.
7. Beyond Use Date. All Products carry beyond use dates or expiration dates. Pharmacy must not dispense any Product after the beyond use date printed on the Product label. Company shall have no liability to Pharmacy and no duty to indemnify Pharmacy, if the Pharmacy violates this section.
8. Product Returns. All Product returns shall be made in accordance with the return goods policy of the Authorized Distributors.
9. Recalls. Company shall notify Pharmacy in the event of a Product recall or withdrawal, and shall provide Pharmacy with instructions on how to assist in implementing such recall or withdrawal. Company, in its sole discretion, shall determine what, if any, assistance to request, and shall make such a determination on a case-by-case basis. Company shall credit recalled or withdrawn Product in Pharmacy’s inventory at the price Pharmacy paid for such Product. If Company requests assistance from Pharmacy relating to any recall or withdrawal of a Product, Company shall compensate Pharmacy for the reasonable, actual, and documented expenses Pharmacy incurs in performing the assistance requested by Company

10. Product Warranty. Company represents and warrants that all Products, as of the date of delivery to an Authorized Distributor, (a) shall have been manufactured in conformance with good manufacturing practices, as set forth in Title 21 of the Code of Federal Regulations effective at the time of manufacture, (b) have been manufactured and delivered in conformance with the Federal Food, Drug, and Cosmetic Act, as amended, and the regulations promulgated thereunder (the "Act"), (c) shall not be adulterated or misbranded within the meaning of the Act, and (d) shall not be articles which may not, under the provisions of section 404 or 505 of the Act, be introduced into interstate commerce. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BUT EXCLUDING ANY WARRANTY SET FORTH IN THE PRODUCT LABEL. This provision survives any termination or expiration of these Terms and Conditions.

11. Compliance with Applicable Laws.

- a. Pharmacy and Company shall each comply, and shall be solely responsible for complying with, all Applicable Laws, including, but not limited to: the federal False Claims Act, 31 U.S.C. §§ 3729-33, applicable state false claims acts, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and the regulatory discount safe harbor, 42 C.F.R § 1001.952, and applicable state fraud and abuse laws and regulations.
- b. To the extent required under Applicable Law, Pharmacy will report the discounts received hereunder to Government Health Care Programs, and will, upon the request of a governmental agency (including the Secretary of Health and Human Services or a state healthcare agency), disclose information regarding the discounts to the requesting agency. Without limitation of the foregoing, Pharmacy shall report all discounts on its Product purchases and any other information that must be disclosed under Applicable Law to the Centers for Medicare and Medicaid Services ("CMS") in accordance with current CMS guidance. Pharmacy also shall report all discounts in accordance with Pharmacy's contractual obligations with third parties. The parties acknowledge and agree that these Terms and Conditions are not dependent on, and do not operate in conjunction with (either explicitly or implicitly), any other arrangement or agreement between Company and Pharmacy, or their affiliates. Company will not do anything that would impede Pharmacy from meeting any reporting obligations under Applicable Law.
- c. Pharmacy shall maintain all federal, state, and local licenses, permits and/or registrations required for the lawful handling, storage, dispensing and shipping of Products. Pharmacy shall provide evidence of such licenses or registrations to Company upon request. Pharmacy shall notify Company immediately of any denial, revocation or suspension of, or any adverse action taken against, any such license, permit and/or registration, or any material changes in the license or registration that materially impacts its ability to perform its obligations hereunder.
- d. Pharmacy shall perform all obligations under these Terms and Conditions in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the privacy and security regulations promulgated by the Department of Health and Human Services ("HHS") implementing HIPAA and the HITECH Act (the "HIPAA Regulations"). Pharmacy shall provide information and data to Company in a manner consistent with HIPAA, HITECH and the HIPAA Regulations. Accordingly, Pharmacy shall only provide Company information that is de-identified in accordance with HIPAA's de-identification provision, 45 C.F.R. § 164.514(b)(2), unless Pharmacy: (i) has on file a valid, unrevoked, HIPAA-compliant authorization for each patient whose PHI is sought to be disclosed; or (ii) authorization is not required under Applicable Law in order to

disclose the PHI. Company will attempt to, identify the individual who is the subject of any de-identified information.

12. Adverse Event and Product Quality Complaint Reporting. If at any time Pharmacy receives notice of an Adverse Event or Product Complaint relating to a Product, Pharmacy shall comply with the provisions of Exhibit E attached hereto. Unless otherwise provided by Applicable Law, Company shall have sole responsibility to determine whether such information must be reported by Company to the U.S. Food and Drug Administration (“FDA”) or any other regulatory authorities and shall prepare all submissions required to be submitted by Company to the FDA or any other regulatory authorities.
13. Confidentiality. Pharmacy and Company agree to keep confidential these Terms and Conditions, including, but not limited to, Product pricing and any other proprietary information disclosed by one party to the other (“Confidential Information”), except when such disclosure is required by applicable law. The parties agree to hold Confidential Information in strict confidence, using commercially reasonable care to avoid unauthorized disclosure or use of Confidential Information; however, Company is authorized to disclose these Terms and Conditions to any affiliate to the extent necessary to implement these Terms and Conditions. If Pharmacy believes that a disclosure of Company’s Confidential Information is required by law or legal process, except as specifically required for Pharmacy to meet the disclosure obligations set forth in section 11.b of these Terms and Conditions, Pharmacy shall inform Company sufficiently in advance of such disclosure to permit Company to take such action necessary to protect its rights to the Confidential Information. This confidentiality obligation shall continue for a period of five (5) years following the last Product order placed by Pharmacy. Confidential Information does not include any information that the receiving party receives from a third-party not under an obligation of confidentiality benefiting the disclosing party; is already in the public domain at the time of disclosure; or independently develops without the use of the Confidential Information.
14. Use of Names and Intellectual Property. Pharmacy shall not use any trade names, trademarks, service marks, or symbols belonging to Company or its affiliates without the prior written consent of Company. Notwithstanding the foregoing, Company hereby gives Pharmacy the right to use Product names in connection with the dispensing of Products to Patients.
15. Indemnification.
 - a. Pharmacy will indemnify, defend, and hold harmless Company and its officers, directors, employees and agents from and against any and all liabilities, damages, fines, penalties, costs, interest, and expenses (including costs of defense, settlement, and reasonable attorneys' fees but excluding in-house counsel fees), collectively “Losses”, generated by third-party claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits, collectively “Claims” attributable to: (i) the negligence or willful misconduct of Pharmacy or its employees or agents; (ii) any violation of these Terms and Conditions by Pharmacy or its employees or agents or any misrepresentation made by Pharmacy to Company related to Pharmacy’s participation in the Network; or (iii) any violation of Applicable Law by Pharmacy or its employees or agents in connection Pharmacy’s fulfillment of Product prescriptions or adjudication of any Patient Savings Card; except to the extent such Claims are caused by or result from the negligence or willful misconduct of Company or its employees or agents or Company’s violation of Applicable Laws.
 - b. Company will indemnify, defend, and hold harmless Pharmacy and its officers, directors, employees and agents from and against any and all Losses generated by third-party Claims attributable to: (i) bodily injury or death resulting from use of Products; (ii) the negligence or willful misconduct of Company or its employees or agents; or (iii) any violation of Applicable Law

by Company or its employees or agents related to the manufacture, sale, or distribution of the Products or Company's design of a Patient Savings Card program, except to the extent such Claims are caused by or result from the negligence, or willful misconduct of Pharmacy or its employees or agents or Pharmacy's violation of Applicable Laws.

- c. If Company or Pharmacy seeks indemnification under this section 15 (the "Indemnified Party") from the other party (the "Indemnifying Party"), the Indemnified Party will notify the Indemnifying Party of such Claim promptly after becoming aware of such Claim. Failure to provide such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. With respect to any indemnifiable Claim: (i) the Indemnifying Party will, at its sole cost and expense, defend the Claim; (ii) the Indemnified Party will cooperate in the defense by providing access to witnesses and evidence available to it; (iii) the Indemnified Party will have the right to participate in any defense at its own cost and expense to the extent that, in its judgment, the Indemnified Party may otherwise be prejudiced; and (iv) the Indemnifying Party will not settle, offer to settle, or admit liability as to any Claim in which it controls the defense if the settlement, offer, or admission contains any admission of fault or guilt on the part of the Indemnified Party, or would impose any liability or other restriction or encumbrance on the Indemnified Party, without the written consent of the Indemnified Party, for which such consent shall not to be unreasonably withheld. Any settlement of any Claim shall be confidential, except where not permitted by applicable law. Each party will cooperate with, and comply with all reasonable requests of, each other party and act in a reasonable and good faith manner to minimize the scope of any Claim.
16. Limitation of Liability. EXCEPT FOR (A) A PARTY'S INDEMNITY OBLIGATIONS, (B) DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, AND (C) DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
 17. Insurance. Pharmacy shall maintain in effect (i) commercial general liability insurance with limits of no less than three million dollars (\$3,000,000) per occurrence and (ii) inventory insurance for the goods of others, inclusive of spoilage, with limits of no less than three million dollars (\$3,000,000). Pharmacy may satisfy these required insurance limits by a combination of a primary and an excess/umbrella policy. The insurance required under this section must be underwritten by an insurance company rated by A.M. Best's Rating Service as "A", and a class size of "VII" or better. Upon Company's request, Pharmacy will furnish certificates or memoranda of insurance evidencing the insurance required by these Terms and Conditions. Pharmacy will provide Company with no less than thirty (30) days' prior written notice of any cancellation of any insurance coverage that Pharmacy is required to maintain under these Terms and Conditions. The amount of required insurance coverage under this section shall not limit Pharmacy's liabilities to Company under these Terms and Conditions.
 18. Records and Audits. Pharmacy shall maintain accurate and complete records related to all Product purchases and dispenses. Company shall have the right, upon written notice, to review and audit data and other documentation of Pharmacy as necessary to verify Pharmacy's compliance with these Terms and Conditions. An independent third-party auditor may conduct such a review and audit, provided that such auditor shall agree to maintain the confidentiality of Pharmacy's confidential data and documentation.
 19. Dispute Resolution. If any dispute, controversy or disagreement arises between Pharmacy and Company regarding the participation in the Network or compliance with these Terms and Conditions ("Dispute"), the parties shall work together in good faith to resolve the Dispute. As needed, the parties

shall present any such Dispute to the respective senior executives of each party for their consideration and resolution. If the parties are unable to reach a resolution of a Dispute within sixty (60) days, either party may submit the Dispute to a court of competent jurisdiction.

20. Governing Law. These Terms and Conditions shall be subject to and interpreted according to the law of the State of New Jersey. For any suit, action, or legal proceeding arising from these Terms and Conditions, each party consents to the jurisdiction and exclusive venue of the state courts of Somerset County, New Jersey, or the federal courts situated in the District of New Jersey.
21. Assignment. Pharmacy may not assign any of its rights and obligations hereunder either voluntarily or by operation of law.
22. Independent Relationship. The relationship between Company and Pharmacy is strictly that of independent contractors. Nothing contained herein creates any other type of relationship between the parties.
23. Notices. All notice from one party to the other related to Pharmacy's participation in the Network and these Terms and Conditions shall be hand-delivered, sent by certified mail, or sent by express courier service, costs prepaid, to: (i) Pharmacy's corporate address specified or (ii) Ortho Dermatologics at 400 Somerset Corporate Blvd., Bridgewater, NJ 08807, Attention: Senior Vice President, Market Access & Commercial Operations with a copy to Attention: General Counsel (or to such other address as may be specified by written notice to the other party).
24. Entire Agreement. These Terms and Conditions constitute the entire agreement between Company and Pharmacy concerning Pharmacy's participation in the Network. To the extent applicable, these Terms and Conditions supersede the previous Network Pharmacy Agreement executed by Company and Pharmacy. Any such Network Pharmacy Agreement shall be deemed terminated on the date Pharmacy accepts these Terms and Conditions.
25. Miscellaneous. No modification shall be effective for any purpose, unless in writing and signed by authorized representatives of each party. No additional terms are implied by course of trade, course of dealing, or course of performance. No failure on the part of either party to exercise, no delay in exercising, and no partial exercise of any right, power, or privilege hereunder shall operate as a waiver thereof. No waiver will be effective unless in writing signed by the party against whom the enforcement of such waiver is sought. No waiver will be deemed a waiver of any other or subsequent breach, whether of the same or another provision. Should there be any conflict between these Terms and Conditions and any present or future law or other pronouncement having the force of law, including regulatory guidance, the latter will prevail, but the provision of these Terms and Conditions affected thereby will curtail and be limited only to the extent necessary to bring such provisions within the requirements of the law. The remaining provisions of these Terms and Conditions will remain in full force and effect.

By the signature of the authorized representative of Pharmacy set forth below, Pharmacy accepts and agrees to comply with these Terms and Conditions.

Pharmacy Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

Products

<u>Product Name</u>	<u>NDC Number</u>
Arazlo® (tazarotene) Lotion, 0.045%, 45g	00187-2098-45
BRYHALI® (halobetasol propionate) Lotion 0.01%, 100g	00187-0002-01
BRYHALI® (halobetasol propionate) Lotion 0.01%, 60g	00187-0002-60
CABTREO® (clindamycin phosphate, adapalene and benzoyl peroxide) Topical Gel 1.2%/0.15%/3.1%, 50g	00187-0006-25
DUOBRII® (halobetasol propionate and tazarotene) Lotion 0.01% / 0.045%, 100g	00187-0653-01
JUBLIA® (efinaconazole) Topical Solution 10%, 4mL	00187-5400-08
JUBLIA® (efinaconazole) Topical Solution 10% , 8mL	00187-5400-04
ONEXTON® Gel, 1.2%/3.75%, 50g	00187-3050-50
RETIN-A MICRO® 0.06% GEL 50G PUMP	00187-5146-50
RETIN-A MICRO® 0.08% GEL 50G PUMP	00187-5148-50

Exhibit B

Program Rules

The patient eligibility criteria, program terms and conditions, and savings options for eligible patients for each Patient Savings Card program is set forth at: www.orthorxaccess.com. Pharmacy must adhere to all such criteria and requirements when applying a Patient Savings Card to an eligible patient's Product purchase. As set forth in the Terms and Conditions, Pharmacy must not modify or change any Other Coverage Code (OCC) with the Commercial Patient's Third-Party Insurance or change the Patient's out-of-pocket responsibility, unless expressly permitted by the Program Rules.

For cash-paying Patients (including uninsured Patients, commercially insured Patients with out-of-pocket costs that are higher than the cash pay price specified at www.orthorxaccess.com who would prefer to pay cash than use their insurance benefit, or commercially insured Patients whose plans do not cover the prescribed Product), Company will reimburse Pharmacy based on the methodology set forth in the table below.

Pharmacy Reimbursement Table		
Applies to all offered Not Covered (03/01/00) Coordination of Benefit Claims		
Product	Product NDC	Product Unit Size
Arazlo® (tazarotene) Lotion, 0.045%, 45g	00187-2098-45	45g
BRYHALI® (halobetasol propionate) Lotion 0.01%, 100g	00187-0002-01	100g
BRYHALI® (halobetasol propionate) Lotion 0.01%, 60g	00187-0002-60	60g
CABTREO® (clindamycin phosphate, adapalene and benzoyl peroxide) Topical Gel 1.2%/0.15%/3.1%	00187-0006-25	50g
Duobrii® (halobetasol propionate and tazarotene) Lotion 0.01% / 0.045%	00187-0653-01	100g
JUBLIA® (efinaconazole) Topical Solution 10%	00187-5400-08	8mL
JUBLIA® (efinaconazole) Topical Solution 10%	00187-5400-04	4mL
ONEXTON® Gel, 1.2%/3.75%	00187-3050-50	50g Pump
RETIN-A MICRO® 0.06% GEL 50G PUMP	00187-5146-50	1 Pump
RETIN-A MICRO® 0.08% GEL 50G PUMP	00187-5148-50	1 Pump

“WAC” means a Product’s wholesale acquisition cost as published by Company in its sole discretion. WAC is subject to change by Company at any time without advance notice.

Exhibit C

Data Reporting

867 Data Requirements:

At Company's request, all Pharmacy Locations that acquire and dispense Product, including licensed pharmacies, staging areas and warehouses, shall report all Product purchase and dispense to the Authorized Distributor(s). Such data must be complete and unblinded. Distributor reports this information on a weekly basis to Company in the form of an EDI 867 report (which shall include the pharmacy NPI, DEA number and HIN). All inter-pharmacy inventory transfers must be communicated within the dispensing data set (including the transfer from the warehouse or storage area to the actual pharmacy). Order patterns must be in line with actual Product demand but no more than two (2) weeks of inventory in the total Network. If a warehouse or staging area is part of the pharmacy management of inventory, there must be one (1) week of inventory on hand at the warehouse or staging area and one (1) week on the shelf of the pharmacy. All purchase data will require monthly certification.

Dispensing Data:

All Pharmacy Locations that adjudicates a Patient Savings Card shall report raw Product dispensing data to Company's data vendor through the EDI feed. Dispensing data must include the latest EDI standards, dispense coverage type, Product NDC, date of dispense and quantity. This Dispensing Data must be made available to Company on a weekly basis. All data must be de-identified from PHI.

Initial Onboarding Data:

Upon accepting these Terms and Conditions, Pharmacy shall certify the initial inventory of Products and one (1) month of historical dispense data for the Products.

Exhibit D

Adverse Event and Product Complaint Reporting

- a. Pharmacy agrees to notify Company of any information coming into Pharmacy's possession concerning any Adverse Event, Product Complaint, or other safety information deriving from special situations relating to a Company medicinal product, within one (1) business day of the date of Pharmacy first becoming aware of such Adverse Event, Product Complaint, or other safety information (adverse events or other safety information reporting e-mail: drugsafety@bauschhealth.com, if email is unavailable fax: 1-908-927-1665).
- b. All pharmacovigilance activities for the Products, including submission of reports to any government authority received by Pharmacy are the sole and exclusive responsibility of Company. Company will be responsible for conducting follow-up activities. If necessary, Company may request Pharmacy to seek additional information from the initial reporter related to the Adverse Event or other safety information deriving from special situations.
- c. Company will send to Pharmacy a monthly line listing of all Adverse Events and other safety information deriving from special situations which were received from Pharmacy in the previous month. This includes listing/notification even if no information has been exchanged.
- d. Pharmacy will check if all information sent to and received from Company is listed and inform Company about any inconsistencies. In any case, correctness and comprehensiveness of the monthly listing will be confirmed by Pharmacy within fifteen (15) calendar days of receipt. The monthly line listing shall include, at a minimum, the date of receipt, and internal case tracking number of both Parties for each Adverse Event or other safety information deriving from special situations. Pharmacy will send reconciliation correspondence to PVRecon@bauschhealth.com.