

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NVN Liquidation, Inc., et al., f/k/a NOVAN,  
Inc.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-10937 (LSS)

(Jointly Administered)

NVN LIQUIDATION, INC. LIQUIDATING  
TRUST, by and through its trustee, Alan D.  
Halperin,

Plaintiff,

vs.

CAREPOINT HEALTHCARE LLC d/b/a  
CAREPOINT PHARMACY,

Defendant.

Adversary No. \_\_\_\_\_

**COMPLAINT FOR TURNOVER, BREACH OF CONTRACT, ACCOUNT STATED,  
GOODS SOLD AND DELIVERED, AND UNJUST ENRICHMENT**

The NVN Liquidation, Inc. Liquidating Trust (the “Trust”), successor in interest to certain assets of EPI Health, LLC (“EPI”) and NVN Liquidation, Inc. f/k/a Novan, Inc. (“Novan”, and together with EPI, the “Debtors”), by and through its trustee, Alan D. Halperin, (the “Trustee” or “Plaintiff”), as and for the *Complaint for Turnover, Breach of Contract, Account Stated, Goods Sold and Delivered, and Unjust Enrichment* against Carepoint Healthcare LLC d/b/a Carepoint Pharmacy (“Defendant”), alleges as follows:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification number, are: NVN Liquidation, Inc. (f/k/a Novan, Inc.) (7682) and EPI Health, LLC (9118).



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**I.**

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This Court retained jurisdiction over the subject matter of this adversary proceeding pursuant to the Section 14.1 of the Plan (as defined below) and paragraph 31 of the Confirmation Order (as defined below).

2. This adversary proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with these statutes and Article III of the United States Constitution.

3. In accordance with Rule 7008-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, Plaintiff confirms his consent to the entry of a final order by the Court in connection with this Complaint to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory basis for the relief sought herein are sections 105 and 542 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 3007 and 7001(1) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

**II.**

**PARTIES**

6. Plaintiff is Alan D. Halperin, solely in his capacity as Trustee of the Trust.

7. Plaintiff is informed and believes that Defendant is an entity with its principal place of business at 9 East Commerce Drive Schaumburg, IL 60173. At all times pertinent hereto, Defendant was a pharmacy and seller of the Debtors' products, as more fully set forth below.

### III.

#### **BACKGROUND**

##### ***Debtors' Bankruptcy***

8. On July 17, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

9. By order entered on September 20, 2023 [Docket No. 304] (the "Bar Date Order"), the Court fixed October 25, 2023 (the "General Bar Date") as the deadline by which all persons or entities that hold claims of any nature arising prior to the Petition Date were required to file proofs of claim against the Debtors (including secured claims, unsecured priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code). Under the Bar Date Order, any entity who was required but failed to submit a proof of claim in accordance with the Bar Date Order on or before the General Bar Date may be forever barred, estopped, and enjoined from asserting such claim against the Debtors and their property, and is forever enjoined from asserting claims for any and all indebtedness or liability with respect to or arising from such claim in these cases.

10. On January 26, 2024, this Court entered an order [Docket No. 568] (the "Confirmation Order") confirming the Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation Proposed by the Debtors dated January 26, 2024, together with the Plan Supplement and amendment thereto [Docket Nos. 522, 542 and 543] (collectively, the "Plan").

11. Under the Plan, requests for payment of claims arising during the administration of the cases (“Administrative Expense Claims”) were required to be filed no later than May 30, 2024 (the “Administrative Expense Bar Date”). In addition, pursuant to the Plan and Confirmation Order, parties are prohibited from asserting setoff unless such setoff was asserted in a timely filed claim or pleading prior to the entry of the Confirmation Order. In relevant part, section 10.4 of the Plan states:

**Injunction.** (a) From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under this Plan or the Confirmation Order, are permanently enjoined from taking any of the following actions against the Estate, the Released Parties, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors ...

In relevant part, paragraph 24 of the Confirmation Order states:

Injunctions. Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under the Plan or this Confirmation Order, are permanently enjoined from taking any of the following actions against the Estates, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of this Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors ....

12. The Plan became effective on April 30, 2024 [Docket No. 677] (the “Effective Date”).

13. On the Effective Date, in accordance with the Plan and the NVN Liquidating Trust Agreement, the Trust was established and, among other things, all assets of the Debtors and their bankruptcy estates existing as of the Effective Date, including, but not limited to, claims and causes of action against any person or entity that has any outstanding accounts receivable amounts owed to the Debtors (each an “Account”), were transferred to and vested in the Trust, and the Trustee was appointed trustee with the right, *inter alia*, to collect Accounts and commence causes of action with respect to delinquent Accounts.

***Debtor’s Business***

14. The Debtors were a medical dermatology enterprise primarily focused on researching, developing and commercializing innovative therapeutic products for skin diseases in the United States. The Debtors promoted dermatological products in the United States through May 31, 2023 and generated revenue from the sale of these branded products to pharmaceutical wholesalers, as well as direct to pharmacies.

***Debtors’ Relationship with Defendant***

15. Defendant was one of the pharmacies to which EPI sold branded products.

16. EPI and Defendant were parties to various Distribution & Purchase Agreements entered into on or about September 15, 2020 (the “Agreements”), under which, *inter alia*, Defendant agreed to purchase various branded products (“Products”) from EPI at a specified purchase price. True and correct copies of the Agreements are attached hereto as Exhibit A and incorporated herein by reference.

17. As provided in the Agreements, payment terms were Net 31 days, with a 1% discount if paid within 30 days. *See* Agreements, Exhibit “A” Original Product & Pricing List.

18. As of the Petition Date, Defendant is indebted to EPI under the Agreements for Product delivered to Defendant in the aggregate sum of \$17,132.45 (“Amount Owed”), which it has not contested.

19. The Amount Owed is comprised of the following outstanding invoice, which is long past due (the “Outstanding Invoice”):

Invoice/Adjustment #	Date	PO	Amount
52012486434	6/1/2023		\$ (198.00)
14264295	8/23/2023	062623ILEND	\$ 17,1330.45
<b>Total</b>			<b>\$17,132.45</b>

A true and correct copy of the Outstanding Invoice is attached hereto as Exhibit B.

20. The Outstanding Invoice, totaling \$17,132.45, was timely provided to and received by Defendant, and Defendant never disputed the Outstanding Invoice. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024 and Defendant has failed, and continues to fail, to pay the Amount Owed.

21. Notice of the General Bar Date and the Administrative Expense Bar Date were served upon Defendant as set forth in affidavits of service filed with the Court [Docket Nos. 319, 358, and 683]. Defendant failed to file any proof of claim or assert any Administrative Expense Claim against the Debtors in these cases.

## I.

### **FIRST CLAIM FOR RELIEF**

#### **For Turnover Pursuant to 11 U.S.C. § 542**

22. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

23. Pursuant to section 541(a) of the Bankruptcy Code, the Amount Owed constituted property of the EPI's bankruptcy estate, all right, title and interest in which were transferred to and vested in the Trust on the Effective Date.

24. Pursuant to Section 542(b) of the Bankruptcy Code, any entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of the Bankruptcy Code against a claim against the debtor.

25. The Amount Owed is property of the Trust that is matured and payable on demand to the Trust as successor to the Debtors pursuant to section 542(b) of the Bankruptcy Code.

26. Pursuant to the Plan and Confirmation Order, as Defendant has failed to file any proof of claim in the Cases asserting setoff therein and failed to otherwise assert setoff in a pleading filed with the Court, the Amount Owed may not be offset against any claim Defendant may have or assert against the Debtors.

27. On or about July 26, 2024, and prior and subsequent thereto, the Plaintiff made demand on Defendant to immediately turn over the Amount Owed.

28. Despite such demand therefor, Defendant has failed and refused to turn over the Amount Owed to the Trust.

29. Plaintiff is entitled to an order directing Defendant to immediately turn over and pay the Amount Owed to the Plaintiff, plus interest at the legal rate from and after at least July 26, 2024.

## **II.**

### **SECOND CLAIM FOR RELIEF**

#### **Breach of Contract**

30. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

31. EPI and Defendant are parties to written enforceable Agreements whereby, *inter alia*, Defendant was obligated to pay EPI for Products.

32. The Agreements are valid and enforceable contracts under which the Defendant was obligated to perform.

33. EPI performed all terms and conditions required of it to be performed under the terms of the Agreements.

34. EPI delivered the Outstanding Invoice to Defendant for the sale of Product and Defendant has failed and refused to pay the Outstanding Invoice totaling \$17,132.45.

35. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024, but Defendant has failed and refused, and continues to fail and refuse, to pay the Amount Owed, which failure constitutes a material breach of the Agreements.

36. By reason of Defendant's breach of the Agreements, Plaintiff, as successor to EPI, has been damaged in the sum of \$17,132.45 plus interest thereon at the legal rate from and after at least July 26, 2024.

### **III.**

#### **THIRD CLAIM FOR RELIEF**

##### **Account Stated**

37. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

38. Debtor EPI sent the Outstanding Invoice to Defendant that set forth the amounts due and owing to EPI for Defendant's purchase of Products from EPI.



39. Defendant has never disputed the Outstanding Invoice.

40. The Plaintiff has demanded that Defendant pay for the Products it purchased and received from the Debtors related to the Outstanding Invoice. Defendant has failed and refused to do so.

41. There is an account stated, due and owing to Debtors in the amount of \$17,132.45 for the Amount Owed, and Plaintiff is entitled to a judgment on that amount.

#### **IV.**

#### **FOURTH CLAIM FOR RELIEF**

##### **Goods Sold and Delivered**

42. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

43. Within one year prior to the Petition Date, Defendant became indebted to Debtors for Products sold and delivered to Defendant and for which Defendant promised to pay.

44. Defendant has failed to pay for the Products, despite the Plaintiff's demand therefor. Plaintiff is therefore entitled to a judgment for the Amount Owed.

#### **V.**

#### **FIFTH CLAIM FOR RELIEF**

##### **Unjust Enrichment (In the Alternative)**

45. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

46. Debtor EPI conferred a benefit on Defendant in the form of the Products shown on the Outstanding Invoice.

47. Defendant accepted and retained the Products without paying for them.

48. It would be inequitable for Defendant to retain the Products without paying for the value it received.

49. Plaintiff is therefore entitled to a judgment in the amount of \$17,132.45 for the Outstanding Invoice.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

- a. On the First Claim for Relief for an order directing Defendant to turn over to the Debtor the sum of \$17,132.45, plus prejudgment interest thereon;
- b. On the Second Claim for Relief, for entry of judgment in the amount of \$17,132.45, plus prejudgment interest thereon;
- c. On the Third Claim for Relief, for entry of judgment in the amount of \$17,132.45, plus prejudgment interest thereon;
- d. On the Fourth Claim for Relief, for entry of judgment in the amount of \$17,132.45, plus prejudgment interest thereon;
- e. On the Fifth Claim for Relief, for entry of judgment in the amount of \$17,132.45, plus prejudgment interest thereon;
- f. For costs of suit incurred herein; and
- g. For such other and further relief as the Court deems just and proper.

Dated: October 10, 2024  
Wilmington, Delaware

**WOMBLE BOND DICKINSON (US) LLP**

/s/ Donald J. Detweiler  
Donald J. Detweiler (DE Bar No. 3087)  
1313 North Market Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 252-4320  
Facsimile: (302) 252-4330  
Email: don.detweiler@wbd-us.com

-and-

David M. Banker (admitted *pro hac vice*)  
Edward L. Schnitzer (admitted *pro hac vice*)  
950 Third Avenue, Suite 2400  
New York, New York 10022  
Telephone (332) 258-8400

Facsimile: (332) 258-8949  
Email: david.banker@wbd-us.com  
edward.schnitzer@wbd-us.com

-and-

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Ligee Gu  
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Telephone: (212) 765-9100  
Email: dcohen@halperinlaw.net  
lgu@halperinlaw.net

*Counsel to the Trustee*

**EXHIBIT A-1**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
9 E Commerce Dr Schaumburg IL 60173	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.

7. **ADDITIONAL TERMS AND CONDITIONS:**

- 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

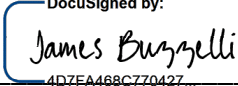
a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**  
"Seller"

By:  \_\_\_\_\_  
4D7FA468C770427...

James Buzzelli

\_\_\_\_\_  
Name

\_\_\_\_\_  
Director of Marketing and Access

\_\_\_\_\_  
Title

\_\_\_\_\_  
9/8/2020

\_\_\_\_\_  
Date

**Carepoint Pharmacy**  
"Purchaser"

By:  \_\_\_\_\_  
CADE168BDA9D42C...

Pritesh Patel

\_\_\_\_\_  
Name

\_\_\_\_\_  
COO

\_\_\_\_\_  
Title

\_\_\_\_\_  
9/8/2020

\_\_\_\_\_  
Date

**Exhibit "A"**  
Original Product & Pricing List

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

## ICS Ordering and Shipping Process for *EPI Health*

Orders must be placed using EPI Health Supplied Order Form. Example below.

<b>EPI Health</b> <small>Advancing Dermatology</small>		<h3>EPI Health Order Form</h3>				
<b>Pharmacy Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State / Zip:</b> _____ <b>PO #:</b> _____		<b>ICS Account #</b> _____ <b>Three Ways to ORDER</b> 1. email to: <a href="mailto:EPIHealthCS@absg.com">EPIHealthCS@absg.com</a> 2. Fax: (844)824-8968 or Phone: (844)824-8967 3. EDI: <a href="mailto:AAICSEDI@absg.com">AAICSEDI@absg.com</a> Please allow 5 days for delivery via UPS Ground				
<small>v.06-20</small>						
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					<b>TOTAL</b>	<b>\$0.00</b>
<b>Notes:</b> Minolira - all SKUs will be on short term backorder in the next 30-45 days.			<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>			
			Account Name: EPI Health LLC Account Number: 223015341379 ACH Routing Number: 53904483 Email Proof of Payment to=> <a href="mailto:payments@epihealth.com">payments@epihealth.com</a>			

### New Shipping Information

All orders will ship via UPS Ground from:

Integrated Commercialization Solutions  
 420 International Blvd. Ste 500  
 Brooks, KY 40109

**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-2**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
80 Horizon Dr Suite 504-601A Suwanne, GA 30024	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.
7. **ADDITIONAL TERMS AND CONDITIONS:**
  - 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
  - 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
  - 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

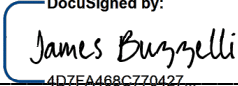
a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**  
"Seller"

By:  \_\_\_\_\_  
4D7FA468C770427...

James Buzzelli

\_\_\_\_\_  
Name

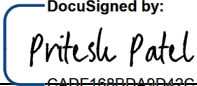
\_\_\_\_\_  
Director of Marketing and Access

\_\_\_\_\_  
Title

\_\_\_\_\_  
9/8/2020

\_\_\_\_\_  
Date

**Carepoint Pharmacy**  
"Purchaser"

By:  \_\_\_\_\_  
GADF468BBA9B42C...

Pritesh Patel

\_\_\_\_\_  
Name

\_\_\_\_\_  
COO

\_\_\_\_\_  
Title

\_\_\_\_\_  
9/8/2020

\_\_\_\_\_  
Date

**Exhibit "A"**  
Original Product & Pricing List

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

## ICS Ordering and Shipping Process for *EPI Health*

Orders must be placed using EPI Health Supplied Order Form. Example below.

<b>EPI Health</b> <small>Advancing Dermatology</small>		<b>EPI Health Order Form</b>				
<b>Pharmacy Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State / Zip:</b> _____ <b>PO #:</b> _____		<b>ICS Account #</b> _____ <b>Three Ways to ORDER</b> 1. email to: <a href="mailto:EPIHealthCS@absg.com">EPIHealthCS@absg.com</a> 2. Fax: (844)824-8968 or Phone: (844)824-8967 3. EDI: <a href="mailto:AAICSEDI@absg.com">AAICSEDI@absg.com</a> Please allow 5 days for delivery via UPS Ground				
<small>v.06-20</small>						
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					<b>TOTAL</b>	<b>\$0.00</b>
<b>Notes:</b> Minolira - all SKUs will be on short term backorder in the next 30-45 days.			<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>			
			Account Name: EPI Health LLC Account Number: 223015341379 ACH Routing Number: 53904483 Email Proof of Payment to=> <a href="mailto:payments@epihealth.com">payments@epihealth.com</a>			

### New Shipping Information

All orders will ship via UPS Ground from:  
 Integrated Commercialization Solutions  
 420 International Blvd. Ste 500  
 Brooks, KY 40109

**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-3**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
10753 Park Blvd. Seminole FL 33772	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.
7. **ADDITIONAL TERMS AND CONDITIONS:**
- 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the holding, storage, adulteration (as defined by the "Act"), handling, repackaging,

transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by a duly authorized representative of the Seller or Purchaser.

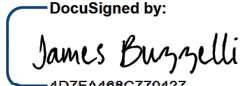
- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**

"Seller"

By:  DocuSigned by:  
4D7FA468C770427...

James Buzzelli

Name

Director of Marketing and Access

Title

9/8/2020

Date

**Carepoint Pharmacy**

"Purchaser"

By:  DocuSigned by:  
CADF106BDA9D42C...

Pritesh Patel

Name

COO

Title

9/8/2020

Date

## Exhibit "A"

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

## ICS Ordering and Shipping Process for *EPI Health*

Orders must be placed using EPI Health Supplied Order Form. Example below.

<b>EPIHEALTH</b> <small>Advancing Dermatology</small>		<h1 style="margin: 0;">EPI Health Order Form</h1>				
<b>Pharmacy Name:</b>	ICS Account # _____					
<b>Address:</b>	Three Ways to ORDER 1. email to: EPIHealthCS@absg.com					
<b>City:</b>	2. Fax: (844)824-8968 or Phone: (844)824-8967					
<b>State / Zip:</b>	3. EDI: AAICSEDI@absg.com					
<b>PO #:</b>	Please allow 5 days for delivery via UPS Ground					
v.06-20						
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuval Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
>>>>>>>>>>>>>>>					<b>TOTAL</b>	<b>\$0.00</b>
<b>Notes:</b> Minolira - all SKUs will be on short term backorder in the next 30-45 days.			<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>			
			Account Name:                 EPI Health LLC Account Number:              223015341379 ACH Routing Number:        53904483			
			Email Proof of Payment to=> payments@epihealth.com			

## New Shipping Information

**All orders will ship via UPS Ground from:**  
**Integrated Commercialization Solutions**  
**420 International Blvd. Ste 500**  
**Brooks, KY 40109**

**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-4**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
1801 S Dairy Ashford Dr Suite 127 Houston, TX 77077	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.
7. **ADDITIONAL TERMS AND CONDITIONS:**
- 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the holding, storage, adulteration (as defined by the "Act"), handling, repackaging,

transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

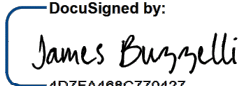
- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**

"Seller"

By:  \_\_\_\_\_  
4D7FA468C770427...

James Buzzelli

Name

Director of Marketing and Access


Title

9/8/2020

Date

**Carepoint Pharmacy**

"Purchaser"

By:  \_\_\_\_\_  
C4DF168BDA9D42C...

Pritesh Patel

Name

COO

Title

9/8/2020

Date



## Exhibit "A"

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

## ICS Ordering and Shipping Process for *EPI Health*

Orders must be placed using EPI Health Supplied Order Form. Example below.

<b>EPIHEALTH</b> <small>Advancing Dermatology</small>		<h1 style="margin: 0;">EPI Health Order Form</h1>				
<b>Pharmacy Name:</b>		ICS Account # _____				
<b>Address:</b>		Three Ways to ORDER 1. email to: EPIHealthCS@absg.com				
<b>City:</b>		2. Fax: (844)824-8968 or Phone: (844)824-8967				
<b>State / Zip:</b>		3. EDI: AAICSEDI@absg.com				
<b>PO #:</b>		Please allow 5 days for delivery via UPS Ground				
v.06-20						
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					TOTAL	\$0.00
<b>Notes:</b>			PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount			
Minolira - all SKUs will be on short term backorder in the next 30-45 days.			Net is due in 31 days			
			Account Name:                  EPI Health LLC			
			Account Number:              223015341379			
			ACH Routing Number:        53904483			
Email Proof of Payment to=> payments@epihealth.com						

## New Shipping Information

**All orders will ship via UPS Ground from:**  
**Integrated Commercialization Solutions**  
**420 International Blvd. Ste 500**  
**Brooks, KY 40109**

**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-5**

### DISTRIBUTION & PURCHASE AGREEMENT

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
33 E Irving Rd Roselle IL 60172	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.

7. **ADDITIONAL TERMS AND CONDITIONS:**

- 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

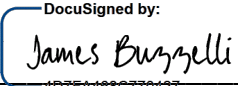
- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**  
"Seller"

By:  DocuSigned by:  
4D7FA488C770427...

James Buzzelli

Name

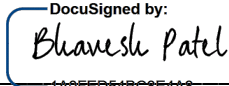
Director of Marketing and Access

Title

2/16/2021

Date

**Carepoint Pharmacy**  
"Purchaser"

By:  DocuSigned by:  
1A0FED54BC8E4A8...

Bhavesh Patel

Name

CEO

Title

2/15/2021

Date

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

Orders must be placed using EPI Health Supplied Order Form. Example below.

EPIHEALTH Advancing Dermatology		EPI Health Order Form				
Pharmacy Name:		ICS Account # _____				
Address:		Three Ways to ORDER				
City:		1. email to: EPIHealthCS@absg.com				
State / Zip:		2. Fax: (844)824-8968 or Phone: (844)824-8967				
PO #:		3. EDI: AAICSEDI@absg.com				
		Please allow 5 days for delivery via UPS Ground				
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$548.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					TOTAL	\$0.00
Notes:			<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>			
Minolira - all SKUs will be on short term backorder in the next 30-45 days.			Account Name: EPI Health LLC Account Number: 223015341379 ACH Routing Number: 53904483  Email Proof of Payment to=> <a href="mailto:payments@epihealth.com">payments@epihealth.com</a>			

**All orders will ship via UPS Ground from:**

Integrated Commercialization Solutions  
420 International Blvd. Ste 500  
Brooks, KY 40109



**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-6**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
7305 E 96th St. Ste 500 Indianapolis IN 46250	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.

7. **ADDITIONAL TERMS AND CONDITIONS:**

- 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
- 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
- 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

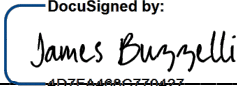
- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**  
"Seller"

By:  DocuSigned by:  
James Buzzelli

James Buzzelli

Name

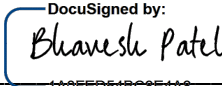
Director of Marketing and Access

Title

2/16/2021

Date

**Carepoint Pharmacy**  
"Purchaser"

By:  DocuSigned by:  
Bhavesh Patel

Bhavesh Patel

Name

CEO

Title

2/15/2021

Date

Exhibit "A"  
Original Product & Pricing List

**Price:** WAC – 8% reflected in per unit price below. Purchase minimums must be met for valid order.

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

ICS Ordering and Shipping Process for *EPI Health*  
Orders must be placed using EPI Health Supplied Order Form. Example below.

<b>EPIHEALTH</b> <small>Advancing Dermatology</small>		<b>EPI Health Order Form</b>				
Pharmacy Name: _____		ICS Account # _____				
Address: _____		Three Ways to ORDER				
City: _____		1. email to: <a href="mailto:EPIHealthCS@absg.com">EPIHealthCS@absg.com</a>				
State / Zip: _____		2. Fax: (844)824-8968 or Phone: (844)824-8967				
PO #: _____		3. EDI: <a href="mailto:AAICSEDI@absg.com">AAICSEDI@absg.com</a>				
		Please allow 5 days for delivery via UPS Ground				
		<small>v.06-20</small>				
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					<b>TOTAL</b>	<b>\$0.00</b>
<b>Notes:</b> <i>Minolira - all SKUs will be on short term backorder in the next 30-45 days.</i>			<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>			
			Account Name: EPI Health LLC			
			Account Number: 223015341379			
			ACH Routing Number: 53904483			
			Email Proof of Payment to=> <a href="mailto:payments@epihealth.com">payments@epihealth.com</a>			

**New Shipping Information**  
All orders will ship via UPS Ground from:  
Integrated Commercialization Solutions  
420 International Blvd. Ste 500  
Brooks, KY 40109



**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT A-7**

**DISTRIBUTION & PURCHASE AGREEMENT**

Carepoint Pharmacy ("Purchaser")	EPI Health, LLC ("Seller")
1313 Cameron Ave Lewis Center OH 43035	134 Columbus Street Charleston, South Carolina 29403

This Distribution and Purchase Agreement (the "Agreement") is entered into by and between Seller and Purchaser, and sets forth the terms and conditions upon which Seller will offer pricing to Carepoint Pharmacy for purchases of the products set forth in Exhibit "A", attached hereto and incorporated herein. (The "Original Product and Pricing List").

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

1. **TERM:** This Distribution and Purchase Agreement shall be in effect as of September 15, 2020 (The "Effective Date") and shall continue for a period of one (1) year. Thereafter, this Agreement shall be automatically renewed on a yearly basis.
2. **Termination By Seller for Convenience:** Seller may terminate this Distribution and Purchase Agreement, at any time, without cause, and in its sole discretion upon 30 (30) days prior notice to Purchaser.
3. **Product List:** Seller, in its sole discretion, may alter and amend the Original Product and Pricing List, attached hereto and incorporated herein as Exhibit "A," by increasing or decreasing products contained thereon and/or purchase prices associated therewith without advance notice to Purchaser. Any such changes shall not be a basis, by Purchaser, to terminate this agreement. Seller shall be responsible to maintain and provide a current and effective Product and Pricing List to Purchaser.
4. **PRICING:** Seller shall be responsible to maintain and provide a Current and Effective Product and Pricing List to Purchaser. Purchaser shall, at the time of invoicing, receive the percentage discount noted in Exhibit "A" off the aggregate purchase price of Products purchased from the then Current and Effective Product and Pricing list.
5. **DISTRIBUTION MODE:** This Agreement relates to Products purchased by Purchaser directly from Seller and Purchaser agrees to obtain products identified on the then current and effective product list directly from Seller only. Orders will be shipped F.O.B. Destination directly to Purchaser and title and risk of loss

will pass to Purchaser upon delivery to Purchaser.

6. **RETURN GOODS:** Seller will not accept requests for returns from Purchaser. absent a compelling reason for such return. The existence/nonexistence of such compelling reasons shall be made by the Seller, in its sole discretion and Purchaser shall not challenge such determination. Purchaser shall not return products purchased from Seller to any wholesaler for credit. In the event that Purchaser returns product purchased from Seller to a wholesaler, Seller will assess a stocking fee equivalent to 10% of unit WAC price for each unit returned.
7. **ADDITIONAL TERMS AND CONDITIONS:**
  - 7.1 **Confidentiality:** The Parties agree to maintain and not to disclose any confidential and/or proprietary information furnished by the other Party, except as required by law, subpoena or other government process. For purposes hereof, such confidential information includes, but is not limited to, the terms and conditions of this Agreement, including one another's prices, certificates of analysis, business information, and any other financial programs offered by either party. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures to enable that Party to take appropriate legal action to protect the confidentiality of its information. The remedies associated with breach of this provision are set forth in the Dispute Resolution section below.
  - 7.2 **Warranty:** Seller warrants that, at the time of shipment or delivery, the Products furnished pursuant to this Agreement shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the Federal Food Drug and Cosmetic Act, 21 U.S.C. § 301, et seq., as amended, and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or municipal law in which the definition of adulteration or misbranding are substantially the same as those contained in the Act. This warranty is continuing in nature and will remain in full force and effect until the expiration date of the relevant product. This warranty will not be modified by any language or inclusion on any invoice, purchase order, correspondence or other documentation.
  - 7.3 **Indemnification by Seller:** Seller hereby agrees to indemnify, defend and hold harmless Purchaser, its parent corporation, subsidiaries, officers, directors, employees, contractors, and agents, free from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) any misrepresentation or breach by Seller of its representations, warranties, covenants, or obligations hereunder; and (ii) the

holding, storage, adulteration (as defined by the "Act"), handling, repackaging, transportation, delivery, distribution, sale or other use or disposition of Product by Purchaser and/or its affiliates or agents prior to the time that Product has been delivered to Purchaser' provided that Purchaser gives seller prompt written notice of the claim and reasonably cooperates with Seller should Seller choose to assume the defense of such claim. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify against claims arising in connection with the negligent actions or omissions or willful misconduct, of Purchaser or its affiliated entities, or any violations of law or regulations by Purchaser.

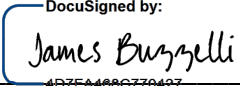
- 7.4 Indemnification by Purchaser: Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, contractors, and agents from and against, any actions, claims, demands, losses, liabilities, damages, judgments, costs (including reasonable legal fees and expenses) ("Claims") resulting from any third party claims arising out of or attributed to (i) acts or omissions of Purchaser, including without limitation, (1) the fraud, intentional misconduct, or negligence of Purchaser; (2) Purchaser's marketing, sale and/or delivery of products to its customers or other third parties, and (3) the acts or omissions of Purchaser other than in accordance with the terms of this Agreement; and (ii) Purchaser's violation of any law or regulation; except, in each case, to the extent attributed to Purchaser's actions or omissions.
- 7.5 Compliance with Laws, Reporting and Disclosure Obligations: Each Party shall comply with all applicable laws in connection with its performance under this Agreement. Without limiting the generality of the foregoing, all rebates and discounts will be provided only in accordance with, and Purchaser and Seller agree to comply with their obligations under, applicable federal and state anti-kickback laws, including but not limited to, 42 USC § 1320a-7b and the discount safe harbor codified in 42 CFR § 1001.952(h). Both Parties agree that compliance with federal price reduction reporting and disclosure obligations is a condition precedent to this Agreement.
- 7.6 Governing Law: This Agreement shall be construed in accordance with South Carolina law, without giving effect to its choice of law principles.
- 7.7 Entire Agreement; Amendment: This Agreement, including the Exhibits attached hereto, sets forth the entire agreement between Purchaser and Seller and shall supersede and cancel any previous agreements, negotiations, commitments, and representations between Purchaser and Seller relating to the Products covered by this agreement. This agreement may be modified only by written agreement signed by a duly authorized representative of each party. No Purchaser or Seller employees are authorized to vary, amend or supplement the terms of this agreement by any oral statements or written representation that is not signed by

a duly authorized representative of the Seller or Purchaser.

- 7.8 Severability: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected, unless the purpose of the agreement cannot be achieved. In such event, the parties will use best efforts to substitute a valid, legal and enforceable provision that is acceptable to both of them.
- 7.9 Assignment: Neither party may assign its rights, duties or obligations under this agreement without the prior written approval of the other party, except that either party may transfer or assign its rights or obligations under this agreement to any successor or affiliate with prior approval.
- 7.10 Dispute Resolution: Each party will provide written notice to the other regarding any dispute related to the subject matter of this agreement. Such notice will include details as to the nature of the claim (such as pricing, rebate, shortage, quantity, and time period discrepancies) (a "Dispute"). If the parties cannot resolve such Dispute within thirty (30) days after delivery of the written notice, then each party may pursue whatever rights and remedies it has under this agreement and applicable law with respect to such Dispute. Notwithstanding the foregoing, no party will be required to follow the dispute resolution procedures set forth above for any dispute relating to actual or threatened unauthorized disclosure of confidential information, but shall be entitled to seek in any court of competent jurisdiction injunctive relief, preliminary or other equitable relief, in addition to damages, including court costs and reasonable attorney's fees.
- 7.11 Notices: Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery, or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing at the beginning of this agreement.
- 7.12 Non-Waiver: The failure of either party to insist upon the strict observation or performance of any provisions of this agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future.
- 7.13 Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 7.14 Headings: Paragraph headings are for reference only and shall not be used in construing this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers or representatives, effective as of the Effective Date.

**EPI Health, LLC**  
"Seller"

By:  DocuSigned by:  
4B7FA4886770427...

James Buzzelli

Name

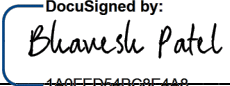
Director of Marketing and Access

Title

2/16/2021

Date

**Carepoint Pharmacy**  
"Purchaser"

By:  DocuSigned by:  
1A0FED54BC8E4A8...

Bhavesh Patel

Name

CEO

Title

2/15/2021

Date

## Original Product & Pricing List

**Additional payment terms:** Payment terms for Purchaser shall be WAC – 8% with 1% Prompt Pay Discount on the order if Paid via ACH within 30 days. Otherwise Net is Due in 31 Days.

Orders must be placed using EPI Health Supplied Order Form. Example below.

Pharmacy Name:		ICS Account # _____				
Address:		Three Ways to ORDER				
City:		1. email to: EPIHealthCS@absg.com				
State / Zip:		2. Fax: (844)824-8968 or Phone: (844)824-8967				
PO #:		3. EDI: AAICSEDI@absg.com				
		Please allow 5 days for delivery via UPS Ground				
NDC	Product Name	ICS Product Code	Min Order Qty	WAC - 8% Each Unit	Order QTY (each)	Order Total
63801-0107-01	Bensal HP Ointment 30g Tube 3%	1402 0107-01	1	\$796.7200	0	\$0.00
71403-007-04	Bionect 100g Cream 0.2%	1402 03-0007-04	1	\$689.0800	0	\$0.00
71403-804-45	Cloderm Cream 45g Tube 0.1%	1402 03-0804-45	1	\$314.3824	0	\$0.00
71403-804-75	Cloderm Cream 75g Pump 0.1%	1402 03-0804-75	1	\$523.9768	0	\$0.00
71403-804-90	Cloderm Cream 90g Tube 0.1%	1402 03-0804-90	1	\$628.7832	0	\$0.00
71403-044-01	Nuvail Solution 16ml	1402 03-0044-01	1	\$348.3764	0	\$0.00
71403-049-02	Sitavig buccal tablet	1402 03-0049-02	1	\$842.6464	0	\$0.00
71403-101-30	Minolira 105mg Tablet (30ct Bottle)	1402 0101-30	12	\$598.0000	BO	\$0.00
71403-102-30	Minolira 135mg Tablet (30ct Bottle)	1402 0102-30	12	\$598.0000	BO	\$0.00
71180-003-30	Rhofade Cream 1% 30GM Tube	1402 0003-30	30	\$478.5196	0	\$0.00
					<b>TOTAL</b>	<b>\$0.00</b>

<b>Notes:</b>  Minolira - all SKUs will be on short term backorder in the next 30-45 days.	<b>PAYMENT via ACH 30 DAYS = 1% Prompt Pay Discount</b> <b>Net is due in 31 days</b>
Account Name:                      EPI Health LLC Account Number:                  223015341379 ACH Routing Number:            53904483	
Email Proof of Payment to=> <a href="mailto:payments@epihealth.com">payments@epihealth.com</a>	

**All orders will ship via UPS Ground from:**

Integrated Commercialization Solutions  
420 International Blvd. Ste 500  
Brooks, KY 40109



**If you have questions, please contact Katherine Mehmetaj [kmehmetaj@epihealth.com](mailto:kmehmetaj@epihealth.com) or call (843)855-6648.**

**EXHIBIT B**



**DISTRIBUTED BY INTEGRATED  
COMMERCIALIZATION SOLUTIONS, LLC  
420 INTERNATIONAL BLVD. SUITE 500  
BROOKS, KY 40109**

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

INVOICE	
Standard Sales Order	
Document Number	DMI14264295
Cost Center	1402 SO
Document Date	08/23/2023
Payment Due Date	09/23/2023
Invoice Print	Y

**Bill To:**

CAREPOINT HEALTHCARE LLC  
9 E COMMERCE DR  
DBA CAREPOINT PHARMACY  
SCHAUMBURG, IL 60173

**Ship To:**

CAREPOINT HEALTHCARE LLC  
9 E COMMERCE DR  
DBA CAREPOINT PHARMACY  
SCHAUMBURG, IL 60173  
State License # : 054018043

<b>Account Nbr:</b> 7753169	<b>Purchase Order:</b> 062623ILEND	<b>Customer Ref:</b>
<b>State License:</b> 054018043	<b>Payment Terms:</b> 1% 30 Net 31	<b>Shipped Via:</b> UPS Ground - No guarantee
<b>DEA License:</b>	<b>Date Ordered:</b> 06/26/2023	<b>FOB:</b> Free on Board - Destination
<b>State PRMT:</b>	<b>Date Shipped:</b> 08/23/2023	<b>Sales Order:</b> 16294420

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOUNT VALUE %	NET AMT
1	0001-01 Wyzora Cream 0.005%/0.064% EA NDC: 73499000101	TKAC	15	EACH	\$1,255.83	\$18,837.45	\$1,507.00 8.00 %	\$17,330.45
<b>Subtotals:</b>						<b>\$18,837.45</b>	<b>\$1,507.00</b>	<b>\$17,330.45</b>

Shipment Information: 1Z5041EX0309978571

If payment is received by 09/22/2023, Pay \$17,157.15.

Terms: 1% 30 Net 31

**Remit To**

EPI Health LLC  
P.O. Box 744233  
Atlanta, GA 30384-4233

**Sold By**

EPI HEALTH LLC  
174 MEETING STREET  
SUITE 200  
CHARLESTON, SC 29401

**INVOICE SUMMARY**

<b>Gross Subtotal</b>	\$18,837.45
<b>Line Discount</b>	\$1,507.00
<b>Net Subtotal</b>	<b>\$17,330.45</b>
<b>Other Disc/Fees</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Handling</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$17,330.45</b>