

**Fill in this information to identify the case:**

Debtor EPI Health, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10938

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Ashfield Market Access LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone _____ Contact email <u>tina.cullen@inizio.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_

7. How much is the claim? \$ 304682.30 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

Services Performed

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature or property:**  
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/25/2023  
MM / DD / YYYY

/s/Tina Cullen  
Signature

Print the name of the person who is completing and signing this claim:

Name Tina Cullen  
First name Middle name Last name

Title Vice President, Market Access Operations

Company Ashfield Market Access, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2954 | International (310) 751-2614

<b>Debtor:</b> 23-10938 - EPI Health, LLC <b>District:</b> District of Delaware		
<b>Creditor:</b> Ashfield Market Access LLC 1100 Virginia Drive Suite 200 Fort Washington , PA, 19034 United States <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> tina.cullen@inizio.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services Performed	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 304682.30	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Tina Cullen on 25-Oct-2023 12:09:07 p.m. Eastern Time <b>Title:</b> Vice President, Market Access Operations <b>Company:</b> Ashfield Market Access, LLC		

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000852	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	04/30/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	April 2023 Pass Through Expenses	\$1,204.45
<b>Invoice Total</b>		<b>\$1,204.45</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000865	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	05/31/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	Payer Account Management-EPI Legacy Brands - May 2023	\$10,000.00
2	Management Fee-EPI Legacy Portfolio Brands - May 2023	\$5,000.00
<b>Invoice Total</b>		<b>\$15,000.00</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000867	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	05/31/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	May 2023 Pass Through Expenses	\$1,639.44
<b>Invoice Total</b>		<b>\$1,639.44</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000908	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	09/21/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	Payer Account Management-Novan - Sept-Dec 2023	\$140,000.00
2	Management Fee-Novan - Sept-Dec 2023	\$40,000.00
<b>Invoice Total</b>		<b>\$180,000.00</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786



**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000802	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	02/28/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	Payer Account Management-Wynzora - February 2023	\$25,000.00
2	Management Fee-Wynzora - February 2023	\$5,000.00
<b>Invoice Total</b>		<b>\$30,000.00</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
1100 Virginia Drive  
Suite 200  
Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000834	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	03/31/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	March 2023 Pass Through Expenses	\$1,725.49
Invoice Total		\$1,725.49

Domestic Payment Information:  
Bank: Wells Fargo Bank  
ABA/Routing Number: 121000248  
Account Number: 4122379928  
Checks payable to: Ashfield Market Access, LLC  
Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000856	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	05/31/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	Payer Account Management-Wynzora - May 2023	\$25,000.00
2	Management Fee-Wynzora - May 2023	\$5,000.00
<b>Invoice Total</b>		<b>\$30,000.00</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000874	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	06/30/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	Management Fee-Novan - June 2023	\$10,000.00
2	Payer Account Management-Novan - June 2023	\$35,000.00
<b>Invoice Total</b>		<b>\$45,000.00</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**Ashfield Market Access LLC**  
 1100 Virginia Drive  
 Suite 200  
 Fort Washington, Pennsylvania 19034



Bill To		Invoice		Currency
				USD
<b>Client Name:</b>	EPI HEALTH, LLC	<b>Invoice No</b>	1000882	
<b>Address:</b>	174 Meeting St. Ste. 200 CHARLESTON, SC 29401	<b>Invoice Date</b>	06/30/2023	
		<b>Payment Terms</b>	30 Net	
		<b>Contract Number</b>	5593491	
		<b>PO/Client Reference</b>		
		<b>Client Contact</b>	Kat Mehmetal	

No.	Description	Total
1	June 2023 Pass Through Expense	\$112.92
<b>Invoice Total</b>		<b>\$112.92</b>

Domestic Payment Information:  
 Bank: Wells Fargo Bank  
 ABA/Routing Number: 121000248  
 Account Number: 4122379928  
 Checks payable to: Ashfield Market Access, LLC  
 Federal Tax ID Number: 27-5020786

**STATEMENT OF WORK #4**  
**FOR PAYER ACCOUNT MANAGEMENT**

This Statement of Work #4 ("*SOW*") is entered into and made effective as of October 1, 2021 (the "*Effective Date*"), by and between **Ashfield Market Access, LLC**, A North Carolina limited liability company with offices at 1100 Virginia Drive, Suite 200, Fort Washington, Pennsylvania, 19034 ("*Ashfield*"), and **EPI Health, LLC**, a South Carolina limited liability company having its principal place of business at 174 Meeting St., Suite 200 Charleston, SC 29401 ("*EPI Health*" or "*Customer*"). Ashfield and Customer may each be referred to herein as a "*Party*" and collectively as the "*Parties*".

**BACKGROUND**

- A. Customer and Ashfield are Parties to a Master Service Agreement dated as of June 23, 2019 (the "*MSA*"); and
- B. Customer and Ashfield desire to enter into this SOW pursuant to which Ashfield shall provide certain services (the "*Services*"), as set forth in detail on Exhibit A attached hereto.

Accordingly, in consideration of the mutual promises contained in this SOW, the Parties, intending to be legally bound, agree as follows:

**I. Construction of Contractual Relationship**

The MSA governs the relationship between the Parties. Unless otherwise set forth in this SOW, in the event of a conflict or inconsistency between the terms set forth in the MSA and the terms set forth in this SOW, the terms and conditions set forth in the MSA shall govern. The terms set forth in the MSA are incorporated herein by reference, as if fully set forth at length below. Terms not otherwise defined in this SOW shall have the meanings ascribed to such terms, as set forth in the MSA.

**II. The Services and Compensation**

Ashfield shall provide to Customer the Services and Customer shall pay Ashfield compensation for the Services as set forth in Exhibit A.

**III. Program Term**

- A. The term of this SOW will begin on the Effective Date and continue until September 30, 2022 (the "*Initial Term*"). After the Initial Term, the term of this SOW will automatically renew for successive periods of one (1) year (each, a "*Subsequent Term*," the Initial Term and each Subsequent Term, the "*Term*"), unless terminated by either

Party upon written notice, no less than 120 days prior to the expiration of that Subsequent Term.

IV. **Key Contacts and Payment Information**

- A. The Parties designate the following persons as the proper recipient for all notices:

**Customer Contact:**

EPI Health, LLC  
John Donofrio, President  
174 Meeting Street, Suite 200  
Charleston, SC 29401

**Ashfield Market Access Contact:**

Ashfield Market Access, LLC  
Clint Burrus, President  
1100 Virginia Drive, Suite 200  
Fort Washington PA 19034  
Clint.Burrus@AshfieldHealthcare.com

**With Copy To:**

Legal Department  
174 Meeting Street, Suite 200  
Charleston, SC 29401

**With Copy To:**

Legal Department  
1100 Virginia Drive, Suite 200  
Fort Washington PA 19034  
USLegal@UDGHealthcare.com

- B. Customer contact information for invoices is as follows:

Name: Kevin Scott

Email: [kscott@epihealth.com](mailto:kscott@epihealth.com), [ap@epihealth.com](mailto:ap@epihealth.com)

- C. Customer shall pay all invoices consistent with the terms and conditions described in the MSA by use of electronic transfer ACH to the following account:

**Domestic Payment Information:**

Bank: Wells Fargo Bank  
ABA/Routing Number: 121000248  
Account Number: 4122379928  
Checks payable to: Ashfield Market Access, LLC  
Federal Tax ID Number: 27-5020786

**For payment by check, mail to:**

Ashfield Market Access, LLC  
1100 Virginia Drive, Suite 200  
Fort Washington, Pennsylvania 19034  
Attention: Finance – A/R

To evidence the Parties' agreement to this SOW, they have executed and delivered it on the Effective Date.

**Ashfield Market Access, LLC**

**By:** W. Clint Burrus

**Name: Clint Burrus**

**Title: CEO**

**EPI HEALTH, LLC**

**By:** John Donofrio

**Name: John Donofrio**

**Title: President**



**SCHEDULE A**  
**THE PROGRAM AND SERVICES**

**I. Background and Scope**

- A. EPI Health is a growing specialty pharmaceutical company with a focus on Dermatology. The company currently markets seven dermatology products (Rhofade®, Minolira™, Cloderm®, Sitavig®, Bensal<sup>HP</sup>®, Nuvail™, and Wynzora®). Key products are described in detail below:
1. RHOFADE® (oxymetazoline hydrochloride) cream, 1%, an alpha1A adrenoceptor agonist indicated for the topical treatment of persistent facial erythema associated with rosacea in adults.
  2. Minolira™ (minocycline hydrochloride) extended release tablets, a tetracycline-class drug indicated for the treatment of moderate to severe non-nodular acne vulgaris (12 years and older)
  3. Cloderm® (clocortolone pivalate) Cream indicated for the relief of the inflammation and pruritic manifestations of corticosteroid. It is a medium-potency topical cream in a specially formulated water washable emollient cream base. Note: EPI Health also markets their authorized generic of Cloderm Cream.
  4. WYNZORA® Cream is a cream-based fixed dose combination of calcipotriene and betamethasone dipropionate for topical treatment of plaque psoriasis. WYNZORA Cream is based on PAD™ Technology, which uniquely enables stability of both calcipotriene and betamethasone dipropionate in a convenient-to-use aqueous formulation.
- B. On August 24, 2020, EPI Health entered into a Collaboration Agreement with MC2 Therapeutics (a commercial stage pharmaceutical company focused on innovative topical therapies for chronic inflammatory conditions) thereby adding Wynzora® (calcipotriene and betamethasone dipropionate) Cream, 0.005%/0.064% to the EPI Health portfolio. WYNZORA Cream was approved by the U.S. Food and Drug Administration (FDA) on July 20, 2020 for the topical treatment of plaque psoriasis in adults, 18 years of age or older. Under the Collaboration Agreement, MC2 Therapeutics retains full ownership of WYNZORA Cream and EPI Health provides its commercial infrastructure to promote and sell the product.
- C. Ashfield has been providing Payer Account Management for EPI Health since August 2019 for select EPI Health products.
- D. Under this SOW, Ashfield is being engaged by EPI Health to deploy a US Payer Account Management team that will represent EPI Health's Key products described in detail in I(A) to key decision makers with targeted commercial plans

(National Insurers, Regional Plans and PBMs) for the purpose of maintaining, gaining or improving reimbursement. The targeted accounts represent the largest segment of payer lives (the “*Program*”).

## **II. Payer Account Management**

- A. Ashfield will assign six (6) Account Managers (“*AM(s)*”) to work on the Program with support from Ashfield Executive Team.
  - 1. Customer acknowledges that AMs will not work exclusively on the Program. However, AMs will not have responsibility for promoting other products for the same indications as the products listed above while this SOW is in effect.
  - 2. Customer acknowledges that three (3) AMs assigned to the Program are Ashfield employees and the other three (3) AMs work with Ashfield on a contractor basis.
  - 3. Ashfield represents and warrants that all AMs working on the Program will not have or present any conflict of interest with the Program.
- B. One (1) Ashfield AM will serve as the “*Project Lead*”. The Project Lead will schedule conference calls with the Customer team every two (2) weeks. An Ashfield Executive will participate on these calls as needed. There will be times that other (or all) Ashfield AMs will participate on the conference calls. The Project Lead will provide a status update via email to facilitate the key topics for discussion on each call. Ashfield executives, Project Lead, and AMs are available as needed for impromptu communications.
- C. Payer AM responsibilities will include, but not limited to, the following:
  - 1. Direct payer interaction and representation on behalf of Customer with major US commercial payers;
  - 2. Arranging clinical presentations by Customer Medical Science Liaison (“*MSL*”) where allowed by payer. Ashfield AMs are only permitted to make presentations which are on label and approved by Customer’s legal and Promotional Review Committee (“*PRC*”);
  - 3. Development and presentation of term sheets;
  - 4. Strategic contract negotiation (discounts to be approved by Customer) to remove payer blocks to access (new-to-market blocks, exclusion list, etc.);
  - 5. Advise on criteria for Customer’s selection of a contract administration company;
  - 6. Weekly or bi-weekly update calls with Customer;
  - 7. Introduction of Customer executives to payers; and
  - 8. Ongoing strategy.

**III. Customer Responsibilities.** In connection with the Services, Customer shall be responsible for:

- A. Provision of letter of introduction on Customer letterhead for Ashfield to send to payers.
- B. Training (either live or virtual) Ashfield on product profile and providing any approved promotional and corporate materials;
- C. Training (either live or virtual) Ashfield on any Customer compliance required training (e.g. Sunshine Reporting); Participation in regular calls or meetings;
- D. Reviewing and approving of term sheets or rates;
- E. Approving payer contracts; and
- F. Administration of executed payer contracts or selection of a third party vendor to provide contract administration services.

**IV. Fee**

- A. Customer shall pay all fees, as described below, pursuant to the invoice and payment terms and conditions described in this Schedule A of this SOW and the MSA.
- B. Beginning October 1, 2021 and continuing for twelve (12) months, Ashfield's monthly retainer fee is \$45,000 for Payer Account Management (\$35,000) and Executive Management (\$10,000). The breakdown of fees by product will be per the table below. Should the Customer's marketing of any of the products in the table below change during the course of this SOW, Customer and Ashfield will renegotiate the breakdown and define in an amendment to this SOW.

Payer Account Management-Wynzora	\$ 20,000.00
Management Fee – Wynzora	\$ 5,000.00
Payer Account Management-Rhofade, Minolira, Cloderm	\$ 15,000.00
Management Fee-Rhofade, Minolira, Cloderm	\$ 5,000.00

- C. Ashfield agrees to an additional \$150,000 Performance Fee for criteria outlined in Schedule B.
- D. In addition to the performance fee described in IV(C) above, the Parties intend for an additional \$100,000 performance fee related to specific metrics based on the outcome of Ashfield's representation of Rhofade, which the Parties will define in an amendment to this SOW.
- E. EPI Health shall pay Ashfield for the below amounts for the Services:

1. Retainer Fee\* \$ 540,000 (\$45,000 per month for 12 months)
2. At-risk Performance Fee \$ 150,000
3. Annual Total Potential Fee \$ 690,000

\*Fee covers Payer Account Management and Executive Management. Customer acknowledges that Ashfield's standard monthly retainer fee is \$70,000 for Account Management plus \$10,000 for Executive Management.

- F. Any additional services shall be mutually agreed upon in writing by Customer and Ashfield. Customer agrees to pay \$450 per hour for services provided beyond those included in Section II above.

## SCHEDULE B

### BASE PERFORMANCE FEE CRITERIA

#### I. Assumptions

- A. The base “at risk” performance fee of \$150,000 will be allocated 50% to Rhofade and 50% to Wyzora. Additionally 50% will be evaluated based on Access (lives covered per MMIT) and 50% will be based on % Claims Covered (Truveris data+Payer claims).

	<b>Rhofade</b>	<b>Wyzora</b>	<b>Total</b>
Access (per MMIT Lives)	\$37,500	\$37,500	\$75,000
Coverage	\$37,500	\$37,500	\$75,000
<b>Total</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$150,000</b>

- B. **The Access portion** of the performance fee will be earned for the achievement of the desired and agreed upon formulary position metric for target accounts.
- C. The metric is covered formulary position without restrictions beyond label.
- D. The Target Accounts include: (1) Ascent/ESI, (2) Zinc/CVSCaremark, and (3) UHC and (4) OptumRx without UHC.

<b>Commercial Lives</b>	
<b>Per MMIT as of November 1, 2021</b>	
	Number of Lives
Ascent/ESI	51,642,565
Zinc/CVS Caremark	51,407,976
Prime (through Ascent)	12,728,117
UHC	13,040,554
OptumRx	13,408,935
<b>Total</b>	<b>142,228,147</b>

- E. The formulary position will be evidenced by rebate claims submissions and/or third payer formulary documentation (e.g. MMIT or DRG), and/or documentation from Payer.
- F. Lives and coverage will be determined using MMIT, DRG or other similarly established standard reference dataset (purchased by EPI) and evaluated as of September 30, 2022.
- G. Rhofade Access total payout is capped at \$37,500: For each 1 million commercial lives in which Rhofade access achieves desired formulary status, EPI will pay Ashfield \$264.00.
- a. Example Calculation –  $100,000,000 \text{ lives access via desired formulary position} \div 1,000,000 = 100 * \$264.00 = \$26,400.00$
- H. Wyzora Access total payout is capped at \$37,500: For each 1 million commercial lives in which Wyzora access achieves desired formulary status, EPI will pay Ashfield \$264.00. (See example calculation in G.a. above).

- I. **The Coverage portion** of the performance fee will be earned for the improvement in percentage of Claims Covered from Baseline as of October 1, 2021. This will be measured using Truveris+Payer Billings data provided by Customer and evaluated as of September 30, 2022.

- J. Rhofade Coverage total payout (\$37,500) will be earned as follows:

<b>Rhofade</b>	<b>% Claims Covered</b>	<b>Performance Fee earned</b>
Baseline Coverage	<b>64%</b>	\$ -
Tier 1	65%	\$ 12,500
Tier 2	66%	\$ 25,000
Tier 3	67%	\$ 37,500

- K. Wyzora Coverage total payout (\$37,500) will be earned as follows:

<b>Wyzora</b>	<b>% Claims Covered</b>	<b>Performance Fee earned</b>
Baseline Coverage	<b>24%</b>	\$ -
Tier 1	30%	\$ 12,500
Tier 2	35%	\$ 25,000
Tier 3	50%	\$ 37,500