Privilege

# CO-PROMOTION AGREEMENT

**dated as of June —[7], 2010**

**by and between**

**Endo Pharmaceuticals Inc.**

**and**

**~~[~~Impax Laboratories, Inc.~~]~~**

# CO-PROMOTION AGREEMENT

This CO-PROMOTION AGREEMENT (this "**Agreement**") is entered into and effective as of this [~~——~~7th] day of June, 2010 (the "**Effective Date**"), by and between ENDO PHARMACEUTICALS INC., a Delaware corporation whose principal place of business is at 100 Endo Boulevard, Chadds Ford, Pennsylvania 19317, USA (together with its Affiliates, "Endo"), and ~~[~~IMPAX LABORATORIES, INC.~~], a [_____] [_____]~~, a Delaware corporation whose principal place of business is at ~~[_____]~~30831 Huntwood Avenue, Hayward, CA 94544 ("**Impax**"). Each of Impax and Endo is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

## RECITALS

**WHEREAS**, Impax has the exclusive right to develop, market, promote and sell the Product (as defined herein) in the Territory (as defined herein);

**WHEREAS**, Endo has significant experience in the marketing and promotion of prescription pharmaceutical products;

**WHEREAS**, Endo is desirous of the opportunity to promote the Product in the Territory; and

**WHEREAS**, each of Endo and Impax wishes to collaborate with the other on the terms and conditions set forth herein to optimize sales of the Product in the Territory.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein shall have the meanings specified in this Section 1 (such definitions to be equally applicable to both the singular and plural forms of the terms defined).

"**Act**" means the U.S. Food, Drug and Cosmetic Act, as amended from time to time (21 U.S.C. § 301 et seq.), together with any rules and regulations promulgated thereunder.

"**Adverse Event**" means any untoward medical occurrence in a patient, consumer or clinical investigation subject associated with the use of the Product that does not necessarily have a causal relationship with this treatment. An Adverse Event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of the Product, whether or not related to the Product.

"**Affiliate**" means any Person who directly or indirectly controls or is controlled by or is under common control with a Party. For purposes of this definition, "control" or "controlled" shall mean ownership directly or through one or more Affiliates, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a

corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity.

"**Agreement**" means this Agreement, together with all appendices, exhibits and schedules referenced herein or attached hereto, and as the same may be amended or supplemented from time to time hereafter pursuant to the provisions hereof.

"**Approval**" means any approval, registration, license or authorization from any Governmental Authority in any jurisdiction required for the manufacture, development, marketing, promotion, sale, storage or transport of a product in such jurisdiction.

"**Approval Application**" means the submission to the relevant Governmental Authority of an appropriate application seeking any Approval.

"**Audited Party**" has the meaning set forth in Section 11.2(a).

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"**Commercialize**" means to market, promote, distribute, supply, offer to sell, sell and/or have sold a product and/or conduct other commercialization activities, and "Commercialization" means commercialization activities relating to a product, including activities relating to marketing, promoting, distributing, supplying, offering for sale, and/or selling of such product or having such product sold to trade, institutional, prescriber, payer, pharmacist and patient customers or otherwise.

"**Commercially Reasonable Efforts**" (i) means in respect of Impax, within the range of efforts and resources commonly used by pharmaceutical companies of a similar size as Impax, based on annual sales revenue, to Develop and Commercialize a product owned by such a company or to which it has rights, which product is at a similar stage in its development or product life and is of similar market potential to the Product and taking into account the patent and other proprietary position of the product, or (ii) in respect of Endo, within the range of efforts and resources commonly used by companies performing services similar to those to be provided by Endo hereunder.

"**Confidential Information**" means all information or materials possessed or developed by either Party or their respective Affiliates, whether before or after the Effective Date, related to such Party's or its Affiliates' business, including the manufacture, development and/or Commercialization of any pharmaceutical products, including any information or materials on substances, formulations, techniques, technology, equipment, data, reports, know-how, sources for and methods of supply, patent position and business plans; *provided, however*, that Confidential Information shall not include information or material that (i) is already in the receiving Party's or its Affiliate's lawful possession at the time of disclosure by the disclosing Party, as established by relevant documentary evidence; (ii) is already in the public domain as of the Effective Date by reason of prior publication or otherwise; (iii) is received by a receiving

Party or an Affiliate thereof on an unrestricted basis from a Third Party other than the disclosing Party, where such Third Party is authorized to disclose such information; (iv) becomes part of the public domain after the Effective Date through no act, omission or fault of the receiving Party; or (v) is similar in nature to the purported confidential information but which the receiving Party can demonstrate has been independently created, as established by relevant documentary evidence.

"**CSO**" means a Third Party primarily engaged in providing sales representatives to promote and Detail pharmaceutical products.

"**DDMAC**" means the United States Office of Medical Policy, Division of Drug Marketing, Advertising and Communications.

"**Detail**" means a face-to-face, one-on-one discussion with a Professional during which a ~~Specialty~~ Sales Representative, including a CSO, makes a presentation of certain of the Product's attributes, such as describing the FDA-approved indicated uses, safety, effectiveness, contraindications, side effects, warnings ~~and~~or other relevant characteristics of Product consistent with the requirements of this Agreement and applicable Law and in a manner that is customary in the industry for the purpose of promoting a prescription pharmaceutical product. When used as a verb, "Detail" means to engage in a Detail. For the avoidance of doubt, (i) a reminder presentation or a sample drop shall not constitute a Detail; and (ii) presentations to groups, medical conventions or institutions shall not constitute a Detail.

"**Develop**" or "**Development**" means development activities with respect to a pharmaceutical product, including pre-clinical research and development, clinical development (including Phase IV Clinical Studies), regulatory development, product approval and registration.

"**Endo Audience**" means Professionals ~~other than the Impax Audience~~in all therapeutic areas outside the practice of neurology.

"**Endo Detailing Services**" shall have the meaning set forth in Section 4.1(a).

"**FDA**" means the United States Food and Drug Administration and any successor entity thereto.

"**Field**" means the treatment of Parkinson's disease in humans.

"**Governmental Authority**" means any court, agency, authority, department, regulatory body or other instrumentality of any government or country or of any national, federal, state, provincial, regional, county, city or other political subdivision of any such government or any supranational organization of which any such country is a member, which has competent and binding authority to decide, mandate, regulate, enforce, or otherwise control the activities of the Parties or their Affiliates contemplated by this Agreement.

"**Gross Margin**" means the net revenue (as determined in accordance with U.S. generally accepted accounting principles) generated from Product prescribed by the Endo Audience in the Territory less the total ~~costs of products generating such net revenue~~of such Product's standard

cost of manufacturing plus any manufacturing variances specifically attributable to such Product (as determined in accordance with U.S. generally accepted accounting principles).

~~**"Impax Audience"** means (i) Professionals who are practicing in the field of neuroscience or neurology, including any subspecialty of neurology, and (ii) any Professionals, other those described in clause (i) and including primary care physicians, to whom Impax, as of the date of Launch of the Product, has a history of [and/or is actively] promoting or detailing or otherwise making sales calls[; provided that the number of Professionals described in clause (ii) will not exceed the number of Professionals who, as of the date of Launch of the Product, are listed in the top two (2) deciles of IMS Xponent data in terms of prescriptions of products in the Field.]~~

**"Impax Audience"** means Professionals in the practice of neurology.

"**Impax Copyright**" means copyright or any other intellectual property analogous to copyright including any rights in designs subsisting or relating to any Documents, designs or other embodiments of the trade dress for the Product, any form of advertisement in whatever media, Marketing Materials, sales training materials, samples or other promotional gifts or any other materials in which such rights are capable of subsisting as a matter of Law, in all cases which are generated by or upon behalf of Endo or its Affiliates during the period of this Agreement in connection with the advertising, promotion, marketing or sale or other Commercialization of Product.

"**Impax Trademarks**" means [(i) the name and mark [IMPAX] and the associated Impax logo, and (ii)] any other trademarks other than the Endo Trademarks used, owned by or licensed to Impax in relation to the Product.

"**JDC**" has the meaning set forth in Section 7.

"**JMC**" has the meaning set forth in Section 8.

"**Launch**" means, with respect to a pharmaceutical product, the launch of such product for commercial sale in the Territory, with the date of Launch being the first date of commercial sale of such product in the Territory after obtaining Approval to market and sell such product.

"**Law**" or "**Laws**" means all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority, including the rules, regulations, guidelines and other requirements of DDMAC.

"**Marketing and Promotion Plan**" means a written sales plan relating to Promotion of the Product to the Endo Audience in the Territory by Endo Sales Personnel that reflects Endo's Commercially Reasonable Efforts, the plan to be prepared by Endo and approved by the JMC.

"**Marketing Materials**" has the meaning set forth in Section 6.3.

"**NDA**" means a New Drug Application, as described in the FDA regulations, 21 CFR § 314.50, including all amendments and supplements to the application.

"**Net Sales**" means the gross amount invoiced by or on behalf of Impax for the sale of Impax Products to Third Parties, less deductions for: (i) normal and customary trade, cash and quantity discounts actually given, credits, price adjustments or allowances for damaged Impax Products, returns or rejections of Impax Products; (ii) chargeback payments and rebates (or the equivalent thereof) granted to group purchasing organizations, managed health care organizations or to federal, state/provincial, local and other governments, including their agencies, or to trade customers; (iii) freight, shipping insurance and other transportation expenses directly related to the sale (if actually borne by Impax without reimbursement from any Third Party), to the extent separately invoiced; (iv) required distribution commissions/fees payable to any Third Party providing distribution services to Impax, provided that such commissions/fees shall be consistent with those applied to similar Impax products; (v) sales, value-added and excise taxes, tariffs and duties, and other taxes and government charges directly related to the sale, to the extent such items are included in the gross invoice price and actually borne by Impax without reimbursement from any Third Party (but not including taxes assessed against the income derived from such sale); and (vi) provisions for actual uncollectible amounts for Impax Product sold by or on behalf of Impax. "**Net Sales**," as set forth in the above definition, shall be calculated in accordance with current U.S. generally accepted accounting principles, consistently applied to all products of Impax.

"**PDE**" or "**Primary Detail Equivalent**" means a primary Detail equivalent, where a Primary Position Detail has a value of 1.0 PDE and a Secondary Position Detail has a value of 0.5 PDE. A Detail below the Secondary Position shall have no PDE value.

"**PDMA**" means the Prescription Drug Marketing Act, as amended, and the rules and regulations promulgated thereunder.

"**Person**" means an individual, corporation, partnership, limited liability company, trust, business trust, association, firm, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority, or any other form of entity not specifically listed herein.

"**PhRMA Code**" means the PhRMA Code on Interacting with Healthcare Professionals, as in effect from time to time.

"**Primary Position Detail**" means a Detail in which the Product (i) is, in the ordinary course, the first product discussed, (ii) is emphasized more than any other product and (iii) is the primary focus of such Detail, primary focus meaning greater than fifty percent (50%) of the total call time during the Detail is spent on promoting the Product.

"**Product**" means an extended release, orally administered product containing a combination of levodopa-ester and carbidopa, as described in the first investigational new drug application and the NDA for such product filed by Impax in the Territory after the Effective Date. **[Subject to further Endo review.]**

~~"**Product Data**" means all pre-clinical data (including, but not limited to, toxicity, analytical and antibody assay data), animal data, clinical data, safety data, adverse event data and other data related to the Product in the Field.~~

~~"**Product IP**" means all patents, patent applications, trademarks and know-how owned, licensed or controlled by Impax covering the Product in the Territory, including the manufacture or use of the Product in the Territory.~~

"**Product Trademarks**" means any trademarks that are owned or controlled by Impax and are actually applied to or used, or intended to be used, with Product or any Marketing Materials in the Territory and any accompanying logos, trade dress and/or indicia of origin, including applicable branding, color, palette, typeface, tagline and icon.

"**Professionals**" means physicians and other health care practitioners who are permitted under the Laws of the United States to prescribe the Product.

**"Promotion"** shall mean those activities, including, without limitation, detailing and distributing samples of a product, normally undertaken by a pharmaceutical company's sales force to implement marketing plans and strategies aimed at encouraging the appropriate use of a particular prescription pharmaceutical product. When used as a verb, "**Promote**" shall mean to engage in such activities.

"**Representatives**" means, with respect to a Person, the employees, consultants, officers, directors, representatives and permitted sublicensees and subcontractors of such Person, including, in the case of Endo, all CSOs.

"**Sales Personnel**" means the individuals, whether employed or engaged by Endo, its Affiliates or CSOs, who engage in Detailing and other promotional efforts with respect to the Product~~ and meet the qualifications set forth in Section 4.3(a) below~~ and who have been appropriately trained and equipped, in accordance with the terms of this Agreement, to make sales calls concerning the Product and its approved indications in accordance with this Agreement. Each such individual is referred to herein as a "~~**Specialty**~~ **Sales Representative**."

**"Sample"** means a unit of the Product packaged as a sample, as used by Impax, that is not intended to be sold and is intended to promote the sale of the Product.

**"Secondary Position Detail"** means a Detail in which the Product is the second product discussed and the secondary focus of such Detail, wherein "secondary focus" means at least one-third (1/3) of the call time during the Detail is spent on promoting the Product while no other product is ~~discussed~~Detailed during the Detail other than the product in the Primary Position Detail.

"**Senior Officers**" means the respective Chief Executive or Operating Officer or President (or any designee thereof) of Endo and Impax.

"**Successful Completion**" means, with respect to the Phase II clinical trial, (a) all patient treatment and data collection in such clinical trial have been completed and the final study report has been filed and (b) either (i) the ~~[primary] [established]~~agreed upon clinical endpoints in such

clinical trial have been met, or (ii) if there is disagreement or lack of clarity whether the condition in clause (i) has been fulfilled, the outcome of such clinical trial enables, and Impax intends to proceed with, initiation of a Phase III clinical trial.

"**Successful Completion**" means, with respect to the Phase III clinical trial, ~~[under discussion]~~the primary clinical endpoints have been met in all Phase III clinical trials necessary for approval of the Product.

"**Term**" has the meaning set forth in Section 13.1.

"**Territory**" means the United States of America and its territories.

"**Third Party**" means any Person other than a Party or any Affiliate of a Party.

2. Grants of Rights.

2.1 Co-Promotion Rights; Restrictions.

a. Subject to the terms and conditions of this Agreement, Impax hereby grants to Endo the exclusive right to Promote and Detail the Product in the Territory to the Endo Audience during the Term in accordance with the terms and conditions set forth in this Agreement. Except as otherwise provided in this Agreement, Endo shall not grant any rights to, or permit or authorize, any other Person to Promote or Detail the Product.

b. Subject to the terms and conditions of this Agreement, Endo and the Sales Personnel shall have the right to detail other products in addition to the Product.

2.2 Rights to Trademarks and Copyrights.

a. Impax hereby grants to Endo a co-exclusive, royalty-free license in the Territory to use the Impax Trademarks and Impax Copyright solely in connection with performing its obligations and exercising its rights to co-promote the Product pursuant to the terms and conditions of this Agreement.

(i) Except for the use of the Impax Trademarks and Impax Copyright in labeling, package inserts, Product monographs, packaging for Products, and Marketing Materials, Endo shall promote the Product only under the Product Trademarks. Except as expressly set forth herein, Endo shall have no rights in or to the Product Trademarks or the goodwill pertaining thereto. Impax shall own and retain all rights to association of trademark, trade dress, service marks, domain names, copyrights, or goodwill associated therewith, and all use of the Product Trademarks by Endo shall, at all times inure to the benefit of Impax. All uses by Endo of the Product Trademarks shall comply with this Agreement and applicable Law. To avoid any doubt, the Endo Sales Personnel are permitted to use business cards indicating their association with Endo and bearing any trademark or tradename of Endo and are permitted in their Product promotion to refer to their association with Endo.

(ii) To the extent Endo makes any use of the Impax Trademarks in writing other than in a writing provided by Impax, Endo shall ensure that each use of the Impax

Trademarks in writing is accompanied by an acknowledgement that the Impax Trademarks are owned by Impax.

b. Notice of Infringement If either party believes, or otherwise becomes aware, that a Third Party is infringing the Product Trademarks or any Impax Trademarks or Impax Copyrights, such Party shall promptly notify the other Party. At its sole discretion, Impax shall have the sole right and responsibility to conduct all Third Party infringement actions relating to the Product Trademarks or any Impax Trademarks or Impax Copyrights, provided that, if Impax elects not to conduct such actions, Endo may elect to do so. The costs of any infringement action brought against a Third Party shall be borne by the Party bringing such action. The other Party shall assist the Party bring such action, at its expense, and cooperate in any such infringement litigation, including actions in federal court, state court and the U.S. Patent and Trademark Office, at such Party's reasonable request. Any damages obtained as a result of any such action and any funds received as part of a settlement of any such action shall first be allocated in a proportional manner to the litigation expenses of each Party, and the Party who brought such action shall receive any amount remaining after such expenses are reimbursed.

3. Payments and Fees. ~~[Under Discussion]~~

3.1 ~~.~~ Upfront Payment. Endo shall pay Impax a payment of Ten Million US Dollars (US$10,000,000) within five (5) ~~Business Days~~business days after the Effective Date in consideration for the rights granted to Endo hereunder.

3.2 . Milestone Fees. Endo shall make the following non-creditable payments to Impax within thirty (30) days after each achievement of the corresponding event set forth below for the Product:

| **Event** | **Payment** (US Dollars) |
|---|---|
| Successful Completion of the first Phase II Clinical Trial. | $10,000,000 |
| Successful Completion of Phase III. | $5,000,000 |
| The FDA's acceptance of an NDA for the Product for use in the treatment of Parkinson's disease. | ~~$5,000,000~~US$2,500,000 |
| The FDA's Approval of the Product for use in | |

| | |
|---|---|
| the treatment of Parkinson's disease. | US$2,500,000 |

3.3 . Forecast Net Sales Within thirty (30) days after the FDA's Approval of the Product for the use in the use in the treatment of Parkinson's disease, Impax and Endo shall each select a third-party experienced in projecting sales of pharmaceutical products ("**Sales Forecast Expert**"). Such Sales Forecast Experts shall be directed to select, within an additional ten (10) business day period, a third Sales Forecast Expert. The third Sales Forecast Expert shall be directed to prepare a forecast of reasonably expected net sales (as determined in accordance with U.S. generally accepted accounting principles) of Product in the Territory for the next seven (7) years after Approval of the Product (the "**7 Year Forecast**"). If the 7 Year Forecast indicates that net sales of the Product in the Territory during such seven (7) year period in any given calendar year exceeds One Hundred Seventy Five Million US Dollars (US$175,000,000) (the "**Sales Milestone**"), Endo's right to co-promote the Product as herein provided will be conditioned on Endo's paying Impax an additional milestone fee of Ten Million US Dollars (US$10,000,000) (the "**Sales Milestone Payment**") within sixty days (60) after its receipt of the 7 Year Forecast.

3.4 ~~3.3 .~~ Co-Promotion Fee. On a calendar quarterly basis during the Term after the Launch of the Product and after the end of the calendar quarter during which the Term ends, Impax shall pay to Endo a co-promotion fee equal to ~~[~~100%~~]~~ ~~[under discussion]~~ of the Gross Margin for such calendar quarter~~.~~, except that if the Sales Milestone Payment is made by Endo, Endo's co-promotion fee shall be reduced by a royalty payment equal to twenty-five percent of Net Sales. Further, if the Sales Milestone is not forecast but is reached during the Term of the Agreement, from and after the date it is reached, the co-promotion fee shall be reduced from 100% of the Gross Margin by a royalty payment equal to thirty-five percent (35%) of Net Sales for the remainder of the Term of the Agreement. Impax shall pay such co-promotion fee within forty-five (45) days after the date on which the data required to calculate the Gross Margin payable to Endo in that calendar quarter become available. On a monthly basis during the Term and during each of the three months after the Term ends, Impax and Endo shall meet to review the data used by Impax to calculate the Gross Margin payable to Endo and to discuss the estimated co-promotion fee(s) accruing for such month and/or preceding month(s) in each calendar quarter.

4. Responsibilities of Endo; Compensation.

4.1 Promotion by Endo.

a. ~~(i)~~ Commencing as of the date of Launch of the Product and continuing throughout the Term, Endo shall Promote the Product in the Territory to the Endo Audience in accordance with the then-current Marketing and Promotion Plan, including maintaining the number of Sales Personnel and performing Details in accordance with the targeting, positioning and frequency of Details, in each case as determined by the JMC and set forth in the Marketing and Promotion Plan (collectively, the "**Endo Detailing Services**"). Without limiting the foregoing, once the Sales Milestone has been achieved, and for a period of two years after

Launch, Endo shall perform a minimum of twenty-five thousand (25,000) PDEs per calendar quarter ~~during the Term, or such other quarterly minimum number of PDEs as may be agreed upon by the JMC and set forth in the Marketing and Promotion Plan~~ (such minimum number of PDEs, the **"Quarterly PDE Minimum"**). After such two year period, the JMC shall establish the Quarterly PDE Minimum on an annual basis, based on a number of PDEs representing Endo's Commercially Reasonable Efforts.

b. ~~(ii)~~ In any calendar quarter commencing with the first full calendar quarter after the date of Launch of the Product, and thereafter during the Term of this Agreement, if the actual number of PDEs provided by Endo is less than ~~[ninety-five~~eighty percent (~~95~~80%)~~]~~ of the then-applicable Quarterly PDE Minimum for such calendar quarter (such difference between the actual number of PDEs performed and the Quarterly PDE Minimum, the "**PDE Shortfall Amount**"), then Endo shall, in the next~~-~~ two succeeding calendar ~~quarter~~quarters, perform such PDE Shortfall Amount (in addition to performing the Quarterly PDE Minimum applicable for such next-two succeeding calendar ~~quarter~~quarters). If Endo fails to perform the PDE Shortfall Amount in the next~~-~~ two succeeding calendar ~~quarter~~quarters, (i) Endo shall pay Impax a financial remedy equal to $~~140.00~~35.00 multiplied by the PDE Shortfall Amount, expressed in number of PDEs, and (ii) Impax may (itself or through a CSO) perform such PDE Shortfall. In addition to the foregoing, if Endo fails to perform ~~[~~an average of~~]~~ at least ~~[eighty~~sixty-five percent (~~80~~65%)~~]~~ of the then-applicable Quarterly PDE Minimum over any three (3) consecutive calendar quarters during the Term, Impax may terminate this Agreement upon ~~[~~60~~]~~ days' prior written notice to Endo.

c. ~~(iii)~~ In performing its duties under this Agreement, Endo shall, and shall cause its Representatives (including all Sales Personnel) to, comply with all regulatory, professional and legal requirements, including, without limitation, the Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers, April 2003, PDMA, state Laws and regulations governing the storage and distribution of pharmaceutical samples and aggregate spending on physician gifts, entertainment and expenses, the PhRMA Code, Sec. 1128B(b) of the Social Security Act, the AMA Guidelines on Gifts to Physicians from Industry, the American Medical Association's Guidelines on Gifts to Physicians, the OIG Compliance Program Guidelines for Pharmaceutical Manufacturers, the PhRMA Guidelines for Marketing Practices, the ACCME Standards for Commercial Support of Continuing Medical Education, which may be applicable to the co-promotion of the Product by Endo, the Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers, HIPAA and all other applicable Laws.

(i) ~~(1)~~ Without limiting its other obligations hereunder, Endo shall ensure that (A) no Sales Personnel utilized by Endo hereunder shall have been (1) convicted of an offense related to any federal or state health care program; (2) excluded or otherwise rendered ineligible for Federal or State health care program participation or (3) debarred under Subsection (a) or (b) of Section 306 of the Act, and (B) no person on any FDA Clinical Investigator enforcement lists will participate in the promotion of the Product by or on behalf of Endo, including the following: (1) Disqualified/Totally Restricted List, (2) Restricted List and (3) Adequate Assurances List.

(ii) ~~(2)~~ No Representative (including any ~~Specialty~~ Sales Representative) of Endo shall (i) make any representation, statement, warranty or guaranty with respect to the Product that is not consistent with then-current labeling of the Product or Marketing Materials or (ii) make any arrangements with, make payments to or provide gifts or other incentives to any healthcare professionals in violation of applicable Laws relating thereto~~.~~

d. ~~(iv)~~ Endo shall ensure that its Sales Personnel are familiar with the procedures, obligations, rights, and responsibilities imposed by the terms of this Agreement as applicable to the performance of promotional activities hereunder. Endo shall use only Marketing Materials provided by Impax.

e. ~~(v)~~ To avoid any doubt, Impax is responsible for developing and disseminating all Marketing Materials relating to the Promotion of the Product.

4.2 Endo Recordkeeping and Reporting. Endo shall keep, or shall cause to be kept, complete and accurate books and records (financial and otherwise) pertaining to the performance of its obligations under this Agreement in sufficient detail to prepare all reports required under this Agreement. Endo shall, at no expense to Impax, establish and, during the Term ~~and the three (3) year period following the expiration or earlier termination of this Agreement~~, maintain data collection and reporting systems for its Product Promotion activities, including for all Details performed and all Samples distributed by any Sales Personnel~~, which systems and the corresponding data collection and reporting procedures shall be in compliance with Impax's accountability requirements, as the same may be communicated to Endo by Impax in writing from time to time~~. Within [~~twenty (20~~forty-five (45)] days after the end of each calendar quarter during the Term, Endo shall provide to Impax written or electronic reports that accurately describe Endo's Product Promotion activities under this Agreement during the prior calendar quarter, including the number of PDEs performed during such quarter, a description and quantity of Samples distributed during such month, and such other relevant data and information that may be reasonably requested by Impax and that are captured by Endo's collection and reporting system maintained as provided above.

4.3 Endo Sales Personnel.

a. Hiring; Qualifications. Endo shall be solely responsible for the recruitment and hiring of the Sales Personnel. All Sales Personnel shall have (i) skills, training and experience that are consistent with industry standards applicable to the promotion, marketing and sale of a prescription pharmaceutical product, (ii) at least a Bachelor of Arts or Bachelor of Sciences degree from a four-year college or university or the equivalent and, (iii) at least [one (1) year] of prior experience promoting and detailing pharmaceutical products ~~in the field of neuroscience, preferably to specialty physicians~~. In addition, all Sales Personnel shall have (1) satisfactorily completed the Product–specific training developed by Impax and the ethics and compliance training required by Endo and (2) become adequately equipped and knowledgeable with respect to the Product, including the approved Product labels and other written, printed or graphic matter upon any container, wrapper or any package insert or outsert utilized with or for Product, and the use of the Marketing Materials in accordance with this Agreement.

b. Sales Personnel Expenses. Endo shall be responsible for all costs and expenses associated with its Sales Personnel, including, without limitation, sales training, salary, bonus, benefits, pension, insurance, social security, travel, fleet services, entertainment, budgets and any other related obligations such as income tax withholding and all applicable reporting requirements. Sales representatives of either Party shall not be eligible for awards, prizes, contests or other incentives offered by the other Party to its sales representatives, unless otherwise agreed between the Parties, in writing.

c. CSO. Endo shall be entitled to discharge any of its Detailing requirements under this Agreement by engaging the services of a CSO; provided that any CSO that performs Detailing on Endo's behalf shall be subject to all provisions, restrictions and requirements (including the qualifications set forth in Section 4.3a.) applicable to Endo's Sales Personnel under this Agreement, Endo shall require such CSO to comply in all material respects with the obligations of Endo as contained herein, Endo shall remain responsible for the full and complete performance of all of its obligations and duties under this Agreement, whether performed by Endo or such CSO, and Endo shall be responsible and liable for the performance of such CSO. Endo shall notify Impax at least thirty (30) days prior to engaging a CSO.

d. Contract Referrals. In the event that Endo or any Sales Personnel, in connection with the co-promotion activities hereunder, encounters, or receives inquiries from, Third Parties who are interested in entering into contracts relating to the Products, Endo shall refer such Third Parties to Impax and Impax shall have complete discretion and control with respect to all such contractual arrangements and opportunities.

e. Removal of Personnel**.** Endo shall promptly remove any Sales Personnel, including any CSO or CSO sales representatives, from having any responsibilities relating to the Promotion, including Detailing, of the Product under this Agreement if required by any applicable Laws. Further, Impax may request Endo to promptly remove any Sales Personnel, including any CSO or CSO sales representatives, from such responsibilities if ~~any material events relating to the Promotion, including Detailing, of the Product have occurred to justify such removal (*e.g.*, failure of~~ such Sales Personnel fail to comply~~, in connection with the performance of such responsibilities,~~ with any applicable Laws~~)~~ or with Endo's compliance standards. Endo shall honor any such request to the extent that Endo is permitted to do so pursuant to applicable Laws.

5. Responsibilities of Impax.

5.1 Manufacture, Shipment, Trade Relations.

a. Orders for Products; Terms of Sale. Impax shall have the sole responsibility and right to fill and invoice orders with respect to the Product. Endo shall not take orders for the Product, but if for any reason Endo should receive sales orders for the Product, Endo shall promptly forward such orders to Impax. All orders for Products shall be subject to Impax's acceptance, in its reasonable discretion. Impax shall have the sole right and responsibility for establishing and modifying the terms and conditions of the sale of the Product, including the price at which the Product will be sold, whether the Product will be subject to any trade or quantity discounts, whether any discount will be provided for payments on accounts

receivable, whether the Product will be subject to rebates, returns and allowances or retroactive price reductions, the channels of distribution of the Product, and whether credit is to be granted or refused in connection with the sale of any Product.

b. Returned Product. Impax shall have the sole responsibility and right to accept any returned Product. Endo shall not solicit the return of any Product, but if for any reason Endo should receive any returned Products, Endo shall promptly notify Impax. Any Product returned to Endo shall be shipped by Endo to Impax's designated facility, and all reasonable documented shipping costs incurred by Endo shall be reimbursed by Impax.

c. ~~b.~~ Recalled Product. At Impax's reasonable request, Endo shall assist Impax in obtaining any Product, including all samples thereof, from the Endo Audience that has been recalled or withdrawn from the market, and Impax shall reimburse Endo for any costs incurred by Endo in taking such actions.

d. ~~b.~~ Supply. Impax shall use Commercially Reasonable Efforts to supply Product during the Term in sufficient quantities to satisfy the levels of Product sales forecasted in the then-current Marketing and Promotion Plan. Impax shall use Commercially Reasonable Efforts to establish appropriate back-up manufacturing facilities and shall be responsible for obtaining all FDA or Governmental Authority approvals for such facilities on a timely basis as required to prevent any interruption, discontinuity or other impediment to continued supply of the Product.

5.2 Impax Reports.

a. ~~(vi)~~ Impax shall keep, or shall cause to be kept, complete and accurate financial books of Gross Margin, including manufacturing costs.

b. ~~(vii)~~ At the time that Impax pays the co-promotion fee pursuant to Section ~~3.3,~~3.4, and in addition to the information provided by Impax to Endo pursuant to Section 3.4, Impax shall submit to Endo a written report containing a calculation of Gross Margin with respect to the applicable calendar quarter.

5.3 ~~(b)~~ Sales Operations Support.

a. Impax shall, in accordance with Section 6.3, provide to Endo Sales Personnel all Marketing Materials to be used for the purpose of providing Endo Detailing Services.

b. Impax shall equitably supply Samples to Endo Sales Personnel, in a manner consistent with distribution of Samples to Impax's sales representatives. Endo shall, and shall cause all Sales Personnel to, strictly comply with all applicable Laws relating to sampling in the Territory.

c. All Samples and Marketing Materials shall be disseminated by Impax in compliance with applicable Law and such distribution shall occur directly by Impax or through a distribution agent selected by Impax (the "**Distribution Agent**") to Endo for the Sales Personnel.

d. Endo shall be responsible for ensuring that, upon receipt, all Samples, promotional and other materials are handled and distributed by Endo and the Sales Personnel in accordance with, and Endo shall comply and shall be responsible to ensure that the Sales Personnel comply with, any and all reporting and other obligations under all applicable Laws.

6. Training, Marketing Materials and Non-Hiring of Employees.

6.1 Training.

a. Impax shall provide all Product-related training, including Product-related training of the initial Sales Personnel, any refresher Product-related training, and training of Endo's trainers who will be authorized to provide Product-related training to newly hired Sales Personnel.

b. Endo shall provide to all Sales Personnel a broad general training program, including training on proper promotion and marketing techniques, ethics, and compliance with Applicable Laws, in a manner consistent with Endo's then current practices, which shall be consistent with applicable pharmaceutical industry standards. In addition, prior to commencing Promotion or Detailing of the Product, Endo shall cause all Sales Personnel to complete, as applicable, initial Product-related training provided by Impax or Product-related training (of newly hired Sales Personnel) provided by ~~experienced~~ Endo sales training personnel who have themselves received Product-related training from Impax. On an ongoing basis, Endo shall also cause its Sales Personnel to complete any refresher Product-related training provided by Impax, to the extent such training is concurrent with Endo's ordinary course refresher training programs.

c. Endo Sales Personnel shall perform Details in accordance with Endo's Health Care Compliance Guide effective as of June 1, 2005, as amended from time to time.

6.2 Sales Meetings and Management Activities.

a. Impax shall use Commercially Reasonable Efforts to accommodate the attendance of Endo Sales Personnel (including sales managers) at sessions dedicated to the Product at any of Impax's sales meetings. Endo will absorb the costs of transporting, housing and maintaining its personnel at any such meeting.

b. Endo and Impax sales managers as selected by their respective management shall meet at least twice per year to address objectives specified by the JMC, unless otherwise agreed between the Parties.

6.3 Marketing Materials. All written sales, promotion, advertising, communication and educational materials including updates, reports on thought leader interactions and reports on safety issues ("**Marketing Materials**") relating to the Product shall be developed by Impax, with input from Endo, and provided to Endo; provided that, ~~if requested by Endo at least thirty (30) days prior to intended use,~~ at its sole expense, Endo may create, develop, and design Marketing Materials for its use in Promoting the Product to the Endo Audience in the Territory, subject to the prior written consent of Impax, which consent shall not be unreasonably withheld, conditioned or delayed. All Marketing Materials shall be approved by the legal, medical and

regulatory departments of both Impax and Endo prior to use in Promoting the Product. Impax shall provide proofs of Marketing Materials to Endo in order for Endo to review such Marketing Materials ~~for compliance with applicable Laws~~. Impax shall in good faith take into consideration any ~~compliance-related~~ comments given by Endo, provided such comments are given within thirty (30) days of Endo's receipt of proofs of the Marketing Materials. ~~If Impax disagrees with Endo's compliance-related comments, Endo shall have no obligation to use the Marketing Materials that are subject to disagreement. Endo shall not create, distribute or use sales, promotion or other similar material relating to the Product without the prior written consent of Impax.~~ Impax shall provide Marketing Materials to Endo Sales Personnel in equitable quantities and in the same manner in which it provides such Marketing Materials to its own sales representatives, relative to the individual representative's call plan objectives for the Product. If any Marketing Materials provided to Endo by Impax need to be withdrawn from use for any reason, Impax shall notify Endo of such withdrawal and Endo shall cooperate with Impax in effectuating any such withdrawal. Marketing Materials shall be used by Endo and the Sales Personnel solely in connection with the training, marketing and/or promotion of the Product and in accordance with all applicable Laws. Endo shall not, and shall cause its Sales Personnel and CSOs to not, alter, in any way, any Marketing Materials provided by Impax hereunder. Impax shall own all right, title and interest in and to all Marketing Materials, including applicable copyrights and trademarks. Impax is responsible for its and its Affiliates' Product marketing and promotion-related decisions and policies (including, without limitation, as to the Marketing Materials and their content). All such decisions and policies shall be in accordance with all applicable Law.

6.4 Non-Solicitation of Sales Personnel. During the Term, neither Party will solicit for employment any sales representative or sales manager of the other Party or induce or attempt to induce any sales representative or sales manager of the other Party to terminate his or her employment with such other Party. The preceding sentence, however, shall not prohibit or restrict either Party from discussing employment with, making an offer of employment to, or hiring any employee of the other Party ~~(a) in circumstances where such employee of the other Party initiates contact with the first Party with regard to possible employment; or (b)~~ in connection with general solicitations of employment not specifically targeted at employees of the other Party, including responses to general advertisements.

7. Joint Development Committee. Impax shall Develop Product in the Field in the Territory in consultation with and subject to input from a Joint Development Committee (the "**JDC**") that shall have responsibilities as described in this Section 7.

7.1 . Membership. The JDC shall be composed of six (6) members, three (3) members appointed by each Party, including at least one research and development executive of each Party. Promptly following the Effective Date, each Party shall appoint its initial representatives to the JDC. Each Party may replace its JDC representatives at any time upon written notice to the other Party. Impax will designate one of its representatives as the Chairperson of the JDC. The Chairperson shall be responsible for scheduling meetings, preparing and circulating an agenda in advance of each meeting, preparing and issuing minutes of each meeting within thirty (30) days thereafter, revising such minutes to reflect timely comments thereon, and overseeing the ratification of such revised minutes.

7.2 . Meetings. While Impax is Developing the Product, the JDC shall meet a minimum of four (4) times per year. The Parties shall endeavor to schedule meetings of the JDC at least two (2) months in advance. Meetings for the JDC shall be held on an alternating basis in Hayward, California (or such other location in the continental U.S. as may be chosen by Impax) and Chadds Ford, Pennsylvania (or such other location in the continental U.S. as may be chosen by Endo), and may be held in person, by teleconference or by video conference, or as otherwise agreed by the Parties. At each meeting of the JDC, Impax shall provide the JDC with an update regarding the Development work performed since the last meeting.

7.3 . Responsibilities. The JDC shall:

a. Provide input regarding the planning and implementation of the Development of the Product;

b. Provide input on at least on annual basis, regarding the Development budget prepared by Impax;

c. ~~b.~~ Review results of Development and discuss proposed amendments or modifications to the Development plan prepared by Impax when such changes appear to be advisable to achieve the Parties' Development goals;

d. Provide input on amendments or modifications to the Development plan;

e. ~~c.~~ Facilitate the exchange of regulatory documents and other regulatory information between the Parties;

f. ~~d.~~ Have authority to establish one or more other committees that report to the JDC and assist the JDC in advising on the Development of the Product. Any committees formed beyond the JDC shall be subordinate to the JDC, shall have such membership and responsibilities as the JDC shall determine, and may be disbanded by the JDC at any time;

g. ~~e.~~ Resolve, or attempt to resolve, any disputes not resolved by any subordinate committee created by the JDC; and

h. ~~f.~~ Perform such other functions as appropriate to further the purposes of this Agreement and as allocated to it in writing by the Parties.

7.4 . Decision Making; Authority**.** The JDC shall make its decisions by consensus, with each Party's representatives collectively having one vote. If the JDC is unable to reach consensus regarding a matter before it, the issue shall be presented by the JDC to the Parties' Senior Officers for resolution. Once an issue has been presented to the Senior Officers, they shall have ~~five~~ten (~~5~~10) [business] days to make a final determination regarding the issue in dispute. In the event that the Senior Officers are unable to reach a final determination within such ~~five~~ten (~~5~~10) [business] day period, then Impax shall have authority to make the final decision with respect to all issues relating to Development of the Product.

8. Joint Marketing Committee. The ~~Promotion of the Product by Endo in the Territory shall be overseen by a~~ Joint Marketing Committee (the "**JMC**") ~~with responsibilities as described in this~~

Section 8. The JMC may also provide input to Impax regardingshall supervise all Promotion activities of Endo with respect to the Product under this Agreement and shall provide input and advice about other Commercialization activities relating to the Product in the Field in the Territory., including the Commercialization activities of Impax relating to the Product in the Territory, with responsibilities as described in this Section 8. The Parties recognize that it is in the best interests of both Parties to maximize the sales and profits of the Product in the Territory and to coordinate the activities of both Parties with respect to the Promotion of the Product in the Territory.

8.1 Membership. The JMC shall be composed of six (6) members, three (3) members appointed by each Party. Promptly following the [submission to FDA of the NDA for the Product], each Party shall appoint its initial representatives to the JMC. Each Party may replace its JMC representatives at any time upon written notice to the other Party. Impax will designate one of its representatives as the Chairperson of the JMC. The Chairperson shall be responsible for scheduling meetings, preparing and circulating an agenda in advance of each meeting, preparing and issuing minutes of each meeting within thirty (30) days thereafter, revising such minutes to reflect timely comments thereon, and overseeing the ratification of such revised minutes.

8.2 Meetings. The JMC shall meet a minimum of four (4) times per year [commencing after submission to the FDA of the NDA for the Product]. The Parties shall endeavor to schedule meetings of the JMC at least two (2) months in advance. Meetings for the JMC shall be held on an alternating basis in Hayward, California (or such other location in the continental U.S. as may be chosen by Impax) and Chadds Ford, Pennsylvania (or such other location in the continental U.S. as may be chosen by Endo), and may be held in person, by teleconference or by video conference, or as otherwise agreed by the Parties.

8.3 Responsibilities. The JMC shall supervise all Promotion activities of Endo with respect to the Product under this Agreement and shall provide input and advice about other Commercialization activities relating to Product in the Territory. The responsibilities of the JMC shall be exercised subject to the other terms of this Agreement and shall include the following:

a. (i) Updating, amending and approving the Marketing and Promotion Plan prepared by Endo;

b. (ii) [Communicating and discussing cost information as relates to calculation of the Gross Margin, and its component parts, payable to Endo];

c. Sharing market intelligence, best practices and other pertinent information between the commercial teams of each of Impax and Endo;

d. Reviewing and providing input and advice regarding Impax's Commercialization and Promotion activities relating to the Product in the Territory;

e. (iii) Monitoring compliance with the Marketing and Promotion Plan and, in connection therewith, approving any material change in the Marketing and Promotion Plan;

f. ~~(iv)~~ Monitoring overall performance of the Promotion activities contemplated by this Agreement;

g. ~~(v)~~ Monitoring and ensuring the continuity of quality, function and effectiveness of the Sales Personnel and compliance with Detailing obligations hereunder;

h. ~~(vi)~~ Reviewing the Parties' reports to be provided under this Agreement and suggesting any changes to reporting procedures;

i. ~~(vii)~~ Conducting sales and operations planning review, during which supply and demand for the Product and demand forecasts will be discussed;

j. Establish the Quarterly PDE Minimum as set forth in Section 4.1(a);

k. ~~a.~~ Have authority to establish one or more other committees that report to the JMC and assist the JMC ~~in overseeing Endo's Promotion of the Product to the Endo Audience in the Territory~~with its responsibilities. Any committees formed beyond the JMC shall be subordinate to the JMC, shall have such membership and responsibilities as the JMC shall determine, and may be disbanded by the JMC at any time;

l. ~~b.~~ Resolve, or attempt to resolve, any disputes not resolved by any subordinate committee created by the JMC; and

m. ~~c.~~ Perform such other functions as appropriate to further the purposes of this Agreement and as allocated to it in writing by the Parties.

8.4 Decision Making; Authority**.** The JMC shall make its decisions by consensus, with each Party's representatives collectively having one vote. If the JMC is unable to reach consensus regarding a matter before it, the issue shall be presented by the JMC to the Parties' Senior Officers for resolution. Once an issue has been presented to the Senior Officers, they shall have ~~five~~ten (~~5~~10) [business] days to make a final determination regarding the issue in dispute. In the event that the Senior Officers are unable to reach a final determination within such ~~five~~ten (~~5~~10) [business] day period, then~~ Impax shall have authority to make the final decision with respect to all issues relating to Promotion and Commercialization of the Product, including all messaging and positioning and overall marketing strategy related to Product[, except that~~: (i) Endo shall have authority to make the final decision with respect to (x) Endo's expenses and efforts, including with regard to the Quarter PDE Minimum and the Marketing and Promotion Plan, provided that, in each case, Endo shall not be permitted to use less than Commercially Reasonable Efforts and (y) all issues relating to the day-to-day implementation of ~~such~~the overall marketing strategy for the Endo Audience~~, including all decisions relating to Endo's expenses and efforts, provided such decisions are consistent in each case with the Marketing and Promotion Plan~~]; and (ii) Impax shall have authority to make the final decision with respect to all other issues relating to Promotion and Commercialization of the Product.

9. General Principles of the JDC and JMC.

9.1 . Each of the JDC and the JMC and their respective subordinate committees has no authority beyond the specific responsibilities set forth in this Agreement with respect to such

committee. Any subordinate committee created by the JDC or the JMC, as applicable, shall have such duties and responsibilities delegated to such committee by the JDC or the JMC, as applicable, so long as such duties and responsibilities do not exceed the respective power and authority assigned to the JDC and the JMC hereunder. In particular, and without limiting the generality of the foregoing, no committee may amend or modify the terms or provisions of this Agreement.

9.2 . Each Party shall ensure that its representatives to a committee have appropriate expertise and authority to serve as members of such committee. With the consent of the representatives of each Party serving on a particular committee, other representatives of each Party may attend meetings of that committee as observers. A meeting of a committee may be held by audio or video teleconference with the consent of each Party, provided that at least half of all meetings for that committee in each calendar year shall be held in person. Meetings of a committee shall be effective only if at least one representative of each Party is present or participating. Each Party shall be responsible for all of its own expenses of participating in committee meetings. Each Party shall use good faith and cooperative efforts to facilitate and assist the efforts of the committees.

9.3 . The Parties may form any other committees as they shall mutually agree.

10. Certain Regulatory Matters.

10.1 Licenses. Each Party hereto shall, at its sole cost and expense, maintain in full force and effect all necessary licenses, permits and other authorizations required by Law to carry out its duties and obligations under this Agreement.

10.2 Regulatory Responsibility.

a. Communication and Filings with Governmental Authorities.

(i) ~~(1)~~ Notwithstanding any other provision of this Agreement, Impax shall retain exclusive authority and responsibility for all interactions with Governmental Authorities and other Persons with regard to all regulatory matters relating to the Product. Without limiting the foregoing, Impax shall retain exclusive authority and responsibility for: (i) filing all Approval Applications and supporting documentation necessary for obtaining Approvals or otherwise complying with applicable Law; (ii) all contacts with Governmental Authorities responsible for granting such Approvals; (iii) reporting of any adverse drug reactions to such Governmental Authorities; and (iv) controlling any disputes or legal proceedings regarding the regulatory status of the Product.

(ii) ~~(2)~~ Product complaint reports received by Endo which are not deemed to be an Adverse Event shall be reported to Impax by Endo within five (5) days of receipt by Endo. Endo shall forward to Impax any information, including, but not limited to, initial and follow up reports, that becomes known to Endo from any source in any form relating to any Adverse Event or any Adverse Event with an associated product quality complaint for the Product as soon as it becomes available, but in any event within twenty-four (24) hours of becoming aware of such information. Endo shall notify Impax of any communication received from any Governmental Authority relating to any Adverse Event or other safety issue for the

Product, within twenty-four (24) hours of receiving such communication. In addition, all cases of apparent drug-drug interaction, pregnancy (with or without outcome), exposure during breastfeeding, paternal exposure, lack of efficacy, overdose, drug abuse and misuse, drug maladministration or accidental exposure and dispensing errors shall be collected by Endo and provided to Impax even if no Adverse Event has been reported.

(iii) ~~(3)~~ During the Term, Impax will keep Endo generally apprised of the status of any regulatory submissions related to Product in the Territory. Upon Endo's reasonable request, Impax shall provide to Endo complete and accurate copies of correspondence and filings with Governmental Authorities within the Territory relating to the Product.

b. Labeling and Marketing Materials. Impax shall have sole authority and responsibility to seek and/or obtain any necessary Governmental Authority approvals of any labeling, package inserts, Product monographs, packaging for the Product and Marketing Materials, and for determining whether the same requires any Approval. As between the Parties, all filings and communications with Governmental Authorities in connection therewith shall remain under the control of Impax.

c. Product Claims. Endo shall not (and shall cause its Affiliates and Representatives, including ~~Specialty~~ Sales Representatives, not to) make any medical or promotional claim for the Product beyond the scope of the relevant Approval(s) then in effect in the Territory for the Product.

10.3 Sales-Related Inquiries.

a. For questions concerning Product identification, Product ingredients or stability/storage information, Endo and its Sales Personnel shall refer such questions to Impax.

b. For medical inquiries, including those related to information outside of labeling, clinical studies, continuing medical education or other medical questions which Endo and its Sales Personnel are unable to answer, Endo shall refer such inquiries to Impax. As between the Parties, all responses to such inquiries from patients, medical professionals, or other Third Parties shall be provided solely by Impax. Endo shall provide reasonable assistance to Impax, at Impax's reasonable request and sole expense, in an effort to fully respond to such communications.

c. For inquiries relating to legal and compliance issues surrounding the sale and promotion of the Product in the Territory to the Co-Promotion Audience or to report compliance concerns, Endo Sales Personnel shall refer such inquiries or reports to Endo's [chief compliance officer] or other individual as designated by Endo. In the event that such inquiry or report may impact Impax's legal obligations in the Territory, Endo shall notify Impax within five (5) days of the receipt of such inquiry or report. For inquiries relating to legal and compliance issues surrounding the sale and promotion of the Product in the Territory outside the Co-Promotion Audience, Endo Sales Personnel shall refer such inquiries or reports to Impax's [chief compliance officer] or other individual as designated by Impax.

d. All other questions or comments from Endo Sales Personnel should be directed to an Endo member of the JMC.

11. Recordkeeping and Audits.

11.1 Maintenance of Books and Records. Each Party shall maintain complete and accurate books and records in sufficient detail, in accordance with all applicable Laws, to enable verification of the performance of such Party's obligations under this Agreement. Such records shall be maintained for the latest to occur of (i) a period of ~~twelve~~three (~~12~~3) ~~months~~years after the end of each calendar year in the Term, (ii) longer if required by applicable Law or (iii) until the final resolution of any audit or dispute as to which such records relate.

11.2 Payment Audits.

a. Either Party (herein, the "**Auditing Party**") may demand, no more than once for any calendar year in the Term, an audit of the relevant books and records of the other Party (herein, the "**Audited Party**") in order to verify the Audited Party's reports on the matters addressed in this Agreement, which shall include, without limitation, Endo's right to audit Impax's books and records relating to calculation of the co-promotion fee payable to Endo. Upon no less than thirty (30) days' prior written notice to the Audited Party by the Auditing Party, the Audited Party shall grant reasonable access to members of a nationally-recognized independent certified public accounting firm selected by the Auditing Party (but not the auditor that conducts or has within the past three years conducted the audit of the Auditing Party's financial statements) to the relevant books and records of the Audited Party in order to conduct a review or audit thereof. Such access shall be permitted only during normal business hours. The auditor will execute a written confidentiality agreement with the Audited Party and will disclose to the Auditing Party only such information necessary or relevant to verify the Audited Party's reports on the matters addressed in this Agreement. The accountant shall report its conclusions and calculations to the Auditing Party and the Audited Party; *provided*, that in no event shall the accountant disclose any information of the Audited Party except to the extent necessary to verify the Audited Party's reporting and other compliance with the terms of this Agreement. Such examination shall be conducted (a) at the facility(ies) where such books and records are maintained and (b) without disruption to operations of the Audited Party (to the extent reasonably practicable, such examination shall be completed within 30 business days). Except as hereinafter set forth, the Auditing Party shall bear the full cost of the performance of any such audit. All inspections made hereunder shall be made no later than three (3) years after the reports that are the subject of the investigation were made, and all reports not so audited within three (3) years will be deemed accurate and in accordance with the terms of this Agreement.

b. If as a result of any audit of the books and records of Audited Party it is shown that the Audited Party's payments to the Auditing Party under this Agreement with respect to the period of time audited were less than the amount which should have been paid to the Auditing Party pursuant to this Agreement, then the Audited Party shall pay to the Auditing Party the amount of such shortfall within thirty (30) days after the Auditing Party's demand therefor. If as a result of any audit of the books and records of Audited Party it is shown that the Audited Party's payments to the Auditing Party under this Agreement with respect to the period of time audited were more than the amount which should have been paid to the Auditing Party pursuant to this Agreement, then the Auditing Party shall pay to the Audited Party the amount of such overpayment within thirty (30) days after the Audited Party's demand therefor. In addition, if any amount of underpayment by the Audited Party is more than five percent (5%) of the

amount which should have been paid to the Auditing Party pursuant to this Agreement with respect to the period in question, then the Audited Party shall also reimburse the Auditing Party for its documented, reasonable, out-of-pocket costs and expenses incurred in connection with the audit.

11.3 [Compliance Audits. In addition to the access and audit rights of the Parties set forth in Section 11.2, upon reasonable prior notice from Impax, Endo shall afford to Impax reasonable access during normal business hours (and at such other times as the Parties may mutually agree) to inspect and audit the relevant books, records and other information of Endo in order to monitor Endo's compliance with its Promotion and Detailing obligations under the Marketing and Promotion Plan and the terms of this Agreement. Such inspection shall occur no more than once during any calendar year, except that Impax may conduct more frequent inspections and audits for "cause" at any time that Impax learns of any non-compliance (or of any condition that Impax determines is reasonably likely to result in non-compliance) with the Marketing and Promotion Plan or the terms this Agreement. Any inspection conducted pursuant to this Section 11.3 shall be at the sole cost and expense of Impax.] **[Endo to determine whether compliance audit right needs to be reciprocal.]**

12. Noncompete.

12.1 ~~12. Noncompete.~~ Commencing on the date of Launch of the Product and thereafter during the remainder of the Term, ~~neither Party~~Impax shall ~~Promote to Professionals~~not Commercialize, and ~~each Party~~ shall cause its Affiliates and Sales Personnel not to ~~Promote to Professionals~~Commercialize, any Competing Product in the Field in the Territory. As used ~~herein,~~in this Section 12, the term "**Competing Product**" means any product containing levodopa ~~or a derivative thereof that is labeled to treat Parkinson's disease in humans~~ester, but excluding any AB-rated generic product and excluding [Impax's 066 product]. Any breach of this provision by ~~Endo shall constitute a basis for termination by Impax pursuant to Section 13.3(a) and any breach of this provision by~~ Impax shall constitute a basis for termination by Endo pursuant to Section 13.2(a).

12.2 Commencing on the date of Launch of the Product and thereafter during the remainder of the Term, Endo shall not Promote to Professionals, and shall cause its Affiliates and Sales Personnel not to Promote to Professional, any Competing Product in the Field in the Territory. Any breach of this provision by Endo shall constitute a basis for termination by Impax pursuant to Section 13.3(a).

13. Term and Termination.

13.1 Term of Agreement. The term of this Agreement (the "**Term**") shall commence as of the Effective Date and shall continue until the earlier of: (a) the date a generic version of the Product is ~~approved~~Launched in the Territory by a non-affiliated Third Party; or (b) the date ~~that is twelve (12) years after the date of Launch of the~~on which the last of the valid patent claims covering Product has expired or been invalidated, unless terminated earlier pursuant to Section 13.2 or 13.3. Any termination must be delivered in writing in accordance with Section 17 below.

13.2 Termination by Endo.

a. Endo shall have the right to terminate this Agreement at any time upon written notice to Impax if Impax materially breaches any of its representations, warranties, covenants or agreements set forth in this Agreement or otherwise materially defaults in the performance of any of its duties or obligations under this Agreement, which breach or default shall not be cured within sixty (60) days after written notice is given to Impax specifying the breach or default.

b. To the extent permitted by Law, Endo shall have the right to terminate this Agreement immediately upon notice to Impax if Impax shall become insolvent, file or consent to the filing of a petition under any bankruptcy or insolvency Law or have any such petition filed against it which has not been stayed within sixty (60) days of such filing or have a receiver appointed over any of Impax's property or assets.

c. Except for a termination pursuant to Section 13.2(a) or (b) above, Endo shall not have the right to terminate this Agreement prior to the completion of Phase III Clinical Trials for the Product.

d. After the completion of Phase III Clinical Trials for the Product but prior to Launch of the Product, Endo may terminate this Agreement at any time for any reason, or no reason at all, upon 30 days' prior written notice to Impax. After Launch of the Product, Endo may terminate this Agreement at any time for any reason, or no reason at all, upon ~~120~~90 days' prior written notice to Impax. If Endo terminates this Agreement (for any reason other than pursuant to Section 13.2(a) or 13.2(b)) after the completion of Phase III Clinical Trials for the Product but prior to FDA acceptance of the NDA, Endo shall pay Impax a one-time termination fee of five million dollars ($5,000,000). If Endo terminates this Agreement upon or anytime after FDA acceptance of the NDA, no termination fee shall be payable by Endo. ~~[Subject to further discussion and update depending upon changes in Section 3.]~~

13.3 Termination by Impax.

a. Impax shall have the right to terminate this Agreement at any time upon written notice to Endo if Endo materially breaches any of its representations, warranties, covenants or agreements set forth in this Agreement or otherwise materially defaults in the performance of any of its duties or obligations under this Agreement, which breach or default shall not be cured within sixty (60) days after written notice is given to Endo specifying the breach or default; provided, however, that in the event of a breach of or default under Section 4.1(c), Impax shall have the right to terminate this Agreement ~~immediately~~ upon ~~giving~~30 days' prior written notice to Endo.

b. Impax shall have the right to terminate this Agreement in accordance with Section 4.1(b).

13.4 Effect of Termination.

a. Neither the termination nor expiration of this Agreement shall release or operate to discharge either Party from any liability or obligation that may have accrued prior to

such termination or expiration. Any termination of this Agreement shall not be an exclusive remedy but shall be in addition to any remedies whatsoever that may be available to the terminating Party.

b. Notwithstanding the giving of any notice of termination pursuant to this Section 13, each Party shall continue to fulfill its obligations under this Agreement at all times until the effective date of any such termination.

13.5 Actions Upon Termination. Upon the termination or expiration of this Agreement for any reason, the Parties shall negotiate in good faith to conduct an orderly wind down of the Endo Detailing Services. Each Party agrees that, during such wind down period, neither it nor any of its employees shall engage in any activities that negatively impact (i) the promotion or goodwill of the Product, or (ii) the name, reputation or goodwill of the other Party or any of its Affiliates, employees, agents or contractors. Upon expiration of the Term or earlier termination of this Agreement, Endo shall promptly (y) discontinue any use of Impax Trademarks, Impax Copyrights and Product Trademarks and return to Impax or, at Impax's request, destroy all Marketing Materials for the Product (not already distributed or destroyed with destruction certified by Endo) and (z) return to Impax or arrange for the return to the Distribution Agent, all Sample inventories held by Endo Sales Personnel.

13.6 Survival. The representations, warranties, covenants and agreements of the Parties in Sections ~~[~~11.2, 13.4, 13.5, 14, 15.1, 15.3, ~~19.1~~19.1, 19.2, 19.7 and ~~19.2]~~19.9 of this Agreement, shall survive any expiration or termination of this Agreement. In addition, any provision of this Agreement that, either from the express language or the context thereof, is intended to survive any termination or expiration of this Agreement shall survive any such expiration or termination.

14. Confidentiality.

14.1 Confidential Information. Each of Impax and Endo acknowledges that all Confidential Information provided by the other Party or its respective Affiliates is confidential or proprietary to such other Party or its respective Affiliates and agrees to (i) maintain such information in confidence during the Term of this Agreement and for a period of five (5) years thereafter and (ii) use such information solely for the purpose of performing its respective obligations hereunder. Each of Impax and Endo covenants that neither it nor any of its respective Affiliates shall disclose any such information except to its or its Affiliates' Representatives solely for purposes of performing its obligations under this Agreement; provided, that such Representatives are subject to substantially the same confidentiality obligations as the Parties hereunder. The foregoing confidentiality obligations shall not apply to Confidential Information which is required to be disclosed to a Governmental Authority by applicable Law, in which case the disclosing Party shall promptly notify the other Party of such disclosure and the procedures, such as a protective order, instituted to protect the confidentiality of the Confidential Information to be disclosed.

14.2 Injunctive Relief. Each Party acknowledges that damages resulting from disclosure of the Confidential Information in violation of Section 14.1 may not be an adequate remedy and that, in the event of any such disclosure or any indication of an intent to disclose

such information, a Party (or its Affiliates) owning such information will be entitled to seek injunctive relief or other equitable relief in addition to any and all remedies available at law or in equity, including the recovery of damages and reasonable attorneys' fees.

15. Indemnification and Insurance; Limitation of Liability.

15.1 Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party, its Affiliates and their respective officers, directors, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, damages, fines, costs and expenses, including reasonable attorneys' fees and costs and amounts paid in settlement (collectively, "**Damages**"), arising out of:

a. ~~(viii)~~ the negligence, recklessness, bad faith, intentional wrongful acts or omissions of the Indemnifying Party or its Affiliates or Representatives in connection with activities undertaken pursuant to this Agreement, except to the extent that Damages arise out of the negligence, recklessness, bad faith or intentional wrongful acts, or omissions committed by the Indemnified Party or its Affiliates (or, to the extent permitted under this Agreement, their respective Representatives working on their behalf); or

b. ~~(ix)~~ breach by the Indemnifying Party or its Affiliates or Representatives of the covenants and agreements of, or the representations and warranties made by it in, this Agreement.

c. ~~(x)~~ The Party entitled to indemnification under this Section 15.1 shall notify the Party potentially responsible for such indemnification promptly upon becoming aware of any claim or claims asserted or threatened against the Indemnified Party which could give rise to a right of indemnification under this Agreement. However, the failure to give such notice shall not relieve the Indemnifying Party of its indemnity obligation hereunder except to the extent that such failure materially prejudices its rights hereunder.

d. ~~(xi)~~ Except in connection with any claim based on actual or alleged violation of Law, the Indemnifying Party shall have the right to defend, at its sole cost and expense, such claim by all appropriate proceedings. However, the Indemnifying Party may not enter into any compromise or settlement unless (i) such compromise or settlement includes as an unconditional term, the giving by the plaintiff to the Indemnified Party of a release from all liability in respect of such claim; and (ii) the Indemnified Party consents to such compromise or settlement. Such consent shall not be required if such compromise or settlement does not involve (A) any admission of legal wrongdoing by the Indemnified Party, (B) any payment by the Indemnified Party that is not indemnified hereunder or (C) the imposition of any equitable relief against the Indemnified Party.

e. ~~(xii)~~ The Indemnified Party may participate in, but not control, any defense or settlement of any claim controlled by the Indemnifying Party pursuant to this Section 15.1 and if such claim is being defended by the Indemnifying Party, the Indemnified Party shall bear its own costs and expenses with respect to such participation.

15.2 Insurance. Each Party shall at its own expense obtain and maintain insurance of the type and amount described in this Section 15.2. The insurance obligations hereunder may be met by a program of self-insurance.

a. The Parties will maintain during the Term of this Agreement the following insurance in amounts no less than that specified for each type:

(i) General liability insurance with combined limits of not less than $1,000,000 per occurrence and $1,000,000 per accident for bodily injury, including death and property damage;

(ii) Worker's compensation and disability insurance in the amount required by the Law of the State in which the Party's employees are located and employers liability insurance with limits of not less than $1,000,000 per occurrence;

(iii) Auto liability insurance with combined limits of not less than $1,000,000 per occurrence and $1,000,000 per accident for bodily injury, including death and property damage; and

(iv) Excess liability insurance with combined limits of not less than $3,000,000 per occurrence and $3,000,000 per accident for bodily injury, including death and property damage.

Upon written request, each Party will provide to the other Party evidence of its insurance and not less than thirty (30) days' prior written notice of any cancellation of its coverage or reduction in coverage from the requirements stated herein.

15.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) SUFFERED BY THE OTHER PARTY, EXCEPT FOR ANY SUCH DAMAGES PAID TO A THIRD PARTY AS PART OF A THIRD-PARTY CLAIM FOR WHICH A PARTY IS LIABLE UNDER SECTION 15.1, AND SUCH DAMAGES RESULTING FROM FRAUD AND/OR KNOWING WILLFUL MISCONDUCT.

16. Representations and Warranties.

16.1 Each Party represents and warrants to the other as of the Effective Date of this Agreement as follows:

a. ~~(xiii)~~ It is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation. It has the requisite corporate power and authority to conduct its business as presently being conducted and as proposed to be conducted by it.

b. ~~a.~~ It has the requisite corporate or other company power and authority to enter into this Agreement and to perform the services contemplated hereunder. All corporate or other company actions on its part, necessary for the authorization, execution, delivery and performance by it of this Agreement, have been taken.

c. ~~b.~~ Assuming the due authorization, execution and delivery by the other Party, this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms (except in all cases as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court or other tribunal before which any proceeding may be brought).

d. ~~c.~~ There is no contractual restriction or other obligation binding on either Party which would prevent such Party from entering into this Agreement or performing its obligations hereunder.

e. ~~d.~~ Each Party is in compliance in all material respects with all applicable Laws.

16.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY HERETO MAKES ANY, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTEES, OR WARRANTIES, IMPLIED, STATUTORY OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT, THE PRODUCT (INCLUDING THE SAFETY OR EFFICACY THEREOF) OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR COVERAGE OF ANY PRODUCT BY OR VALIDITY OF ANY PATENTS, AND ANY AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

17. ~~2.~~ Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted to be given to any Party shall be in writing and shall be deemed given (i) when delivered to the Party personally, (ii) five (5) days after sent to the Party by registered mail, return receipt requested, postage prepaid, (iii) on the second business day after sent by a nationally recognized courier service guaranteeing next-day or second-day delivery, charges prepaid, in each case addressed to the Party at its address set forth below, or (iv) on the first ~~Business Day~~business day after sent by facsimile transmission to the number set forth below, or at such other address or fax number as such Party may from time to time specify by notice given in the manner provided herein to the Party entitled to receive notice hereunder:

For Endo:
Endo Pharmaceuticals Inc.
100 Endo Boulevard
Chadds Ford, PA 19317
Attention: Chief Legal Officer
FAX (610) 558-9684

For Impax: [_____]

With a copy to: [_____]

18. ~~17.~~ Entire Agreement.

18.1 ~~17.1~~ Relationship to Other Agreements, Understandings and Arrangements. This Agreement contains all of the terms agreed to by the Parties regarding the subject matter of this Agreement and shall supersede any and all other prior oral or written agreements, understandings or arrangements between them with respect to such subject matter. This Agreement may not be amended, modified, altered or supplemented except by means of a written agreement or other instrument executed by both of the Parties hereto. No course of conduct or dealing between the Parties shall act as a modification or waiver of any provisions of this Agreement.

19. ~~18.~~ Miscellaneous Provisions.

19.1 ~~18.1~~ Dispute Resolution. In the event of any dispute under this Agreement, other than a dispute within the JDC or the JMC, which shall be governed by the decision making provisions set forth in Sections 7.4 and 8.4, respectively, the Parties shall refer such dispute to the Senior Officers for attempted resolution by good faith negotiations within 30 days after such referral is made. If the Senior Officers are unable to resolve the dispute within the time allotted, either Party may proceed as set forth below.

a. Alternative Dispute Resolution**.** Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by mediation and arbitration in the manner described below:

(i) Mediation**.** The Senior Officers shall select a mediator with appropriate expertise in the subject matter to which the dispute relates, who will be engaged to resolve the dispute. If the Senior Officers cannot agree on a mediator within 15 days, each Party may seek appropriate resolution through arbitration as described below. If the Parties are unable to resolve their dispute through mediation within 90 days after selection of the mediator(s), either Party may seek appropriate resolution through arbitration as described below.

(ii) Arbitration**.** Any dispute, controversy or claim arising out of or relating to this Agreement which is not resolved by mediation, including disputes relating to alleged breach or to termination of this Agreement, shall be settled by binding arbitration ("**Arbitration**") as follows:

(a) If a Party intends to begin an Arbitration to resolve a dispute, such Party shall provide written notice (the "**Arbitration Request**") to the other Party informing such other Party of such intention and the issues to be resolved. From the date of the Arbitration Request and until such time as any matter has been finally settled by Arbitration, the running of the time periods contained in Section 13 as to which Party must cure a breach of this Agreement shall be suspended as to the subject matter of the dispute. Within 10 ~~Business Days~~business days after the receipt of the Arbitration Request, the other Party may, by written notice to the Party initiating Arbitration, add additional issues to be resolved.

(b) Procedure. The Arbitration shall be conducted pursuant to the then-current JAMS/ENDISPUTE Rules (streamlined for disputes involving $3,000,000 or less

and comprehensive for disputes involving more than $3,000,000). Notwithstanding those rules, the following provisions shall apply to the ADR hereunder:

(c) Arbitrator. In the event that the dispute at issue involves an amount less than $3,000,000, the Arbitration shall be conducted by one (1) arbitrator (the "Threshold 1 Arbitrator"). In the event, however, that the dispute at issue involves an amount greater than $3,000,000, the Arbitration shall be conducted by a panel of three (3) arbitrators (collectively, with the Threshold 1 Arbitrator, the "Arbitrators"). The Arbitrator(s) shall be selected from a pool of retired independent federal judges to be presented to the Parties by JAMS/ENDISPUTE. Neither Party shall engage in ex parte contact with the Arbitrator(s).

(d) Proceedings. The Arbitrator(s) shall render a written opinion setting forth findings of fact and conclusions of law with the reason therefor stated. A transcript of the evidence adduced at the hearing shall be made and, upon request, shall be made available to each Party. The Arbitrator(s) shall, in rendering his decision, apply the substantive law set forth in Section 19.7, except that the interpretation of and enforcement of this Section 19.1 shall be governed by the Federal Arbitration Act. The Arbitrator(s) shall apply the Federal Rules of Evidence to the hearing. The proceeding shall take place in Philadelphia, Pennsylvania and shall be conducted in such a manner so that the written opinion of the Arbitrator(s) is given within 180 days after the Arbitrator(s) is selected. The fees of the Arbitrator(s) and JAMS/ENDISPUTE shall be paid by the losing Party, which shall be designated by the Arbitrator(s). If the Arbitrator(s) is unable to designate a losing Party, it shall so state and the fees shall be split equally between the Parties.

(e) Award. The Arbitrator(s) is empowered to award any remedy allowed by Law, including money damages, prejudgment interest and attorneys' fees, and to grant final, complete, interim, or interlocutory relief, including injunctive relief.

(f) Costs. Except as set forth in Sections 19.1(d) above, each Party shall bear its own legal fees and costs.

19.2 ~~18.2~~ Relationship of the Parties. The Parties hereto are acting and performing as independent contractors, and nothing in this Agreement creates the relationship of partnership, joint venture, sales agency or principal and agent. Neither Party is the agent of the other, and neither Party may hold itself out as such to any other Person. All financial obligations associated with each Party's business shall be the sole responsibility of such Party.

19.3 ~~18.3~~ No Implied Licenses. Each of the Parties hereby acknowledges and agrees that, such Party shall not by entering into this Agreement have, assert or acquire any right, title or interest in or to any intellectual property or other proprietary rights of the other Party.

19.4 ~~18.4~~ Sub-Contracting. Other than as provided under Section 4.3(c), Endo may not sub-contract any of its rights or obligations under this Agreement, except to an Affiliate.

19.5 ~~18.5~~ Assignment. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the first sentence of this Section 19.5, either Party may assign this

Agreement (i) to any Affiliate of such Party or (ii) to any other Person who acquires all or substantially all of the business of the assigning Party by merger, sale of assets or otherwise, provided, that, the Affiliate or acquiring Person affirmatively assumes and agrees in writing to perform and comply with all of the obligations of such Party under this Agreement as they apply to such Party and its Affiliates, and in the case of (ii) only provides a copy thereof to the other Party upon consummation of such transaction. The assigning Party shall remain liable hereunder notwithstanding any such assignment. Any attempted assignment in violation hereof shall be void.

19.6 ~~18.6~~ Force Majeure. Both Parties shall be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented by force majeure and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues and the nonperforming Party takes reasonable efforts to minimize the effect of and overcome or remove the cause or condition causing such force majeure. For purposes of this Agreement, force majeure shall include conditions beyond the control of the Parties, including, without limitation, an act of God, war, civil commotion, terrorist act, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe, and failure of plant or machinery (provided that such failure could not have been prevented by the exercise of skill, diligence, and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances). Notwithstanding the foregoing, a Party shall not be excused from making payments owed hereunder because of a force majeure affecting such Party. In the event that either Party is prevented or delayed in performing any of its obligations under this Agreement due to force majeure for an aggregate period in excess of ninety (90) days in any twelve month period, the Parties shall meet as soon as practicable to discuss in good faith how best to alleviate the circumstances in question.

19.7 ~~18.7~~ Governing Law**.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions thereof.

19.8 ~~18.8~~ Publicity**.** Except as required by applicable Laws, the Parties agree that the material terms of this Agreement will be considered Confidential Information of both Parties. Notwithstanding the foregoing, (a) either Party may disclose such terms as are required to be disclosed in its publicly-filed financial statements or other public statements, pursuant to applicable laws, regulations and stock exchange rules (*e.g.*, the rules of the U.S. Securities and Exchange Commission, NASDAQ, NYSE or any other stock exchange on which securities issued by either Party may be listed); *provided*, such Party shall provide the other Party with a copy of the proposed text of such statements or disclosure (including any exhibits containing this Agreement) sufficiently in advance of the scheduled release or publication thereof to afford such other Party a reasonable opportunity to review and comment upon the proposed text (including redacted versions of this Agreement) and (b) either Party shall have the further right to disclose the material financial terms of this Agreement under a confidentiality obligation no less protective than those set forth in this Agreement, to any potential acquirer, merger partner or potential providers of financing and their advisors. Neither Party shall make any other statement

to the public regarding the execution and/or any other aspect of the subject matter of this Agreement, except: (i) where a Party reasonably believes disclosure is required under applicable Laws, (ii) either Party may use the text of a statement previously approved by the other Party and (iii) except as provided above, neither Party may make statements pertaining to this Agreement and the subject matter hereof without the prior review and consent of the Senior Officer of the other Party or an individual designated by such person.

19.9 ~~18.9~~ Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have duly executed this Co-Promotion Agreement as of the first date written above.

ENDO PHARMACEUTICALS INC.

By:_____
Name:
Title:

~~[~~IMPAX LABORATORIES, INC.~~]~~

By:_____
Name:
Title:

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