

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 1, 2015

**IMPRIMIS PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-35814**

(Commission  
File Number)

**45-0567010**

(IRS Employer  
Identification No.)

**12264 El Camino Real, Suite 350  
San Diego, CA**

(Address of principal executive offices)

**92130**

(Zip Code)

Registrant's telephone number, including area code: **(858) 704-4040**

**12264 El Camino Real, Suite 350  
San Diego, CA 92130**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

### *Appointment of Chief Financial Officer*

Effective as of February 1, 2015, Imprimis Pharmaceuticals, Inc. (the “Company”) appointed Andrew R. Boll to serve as the Company’s Chief Financial Officer.

Mr. Boll, 32, previously served as the Company’s Vice President of Accounting and Financial Reporting since February 2012 overseeing the Company’s accounting and financial reporting, investor relations, human resources and other operational departments. Prior to that, Mr. Boll served as a consultant to the Company from December 2011 to February 2012. Mr. Boll has several years of experience in finance and accounting roles, including significant experience working with small capitalization companies, focusing on restructured and reorganized businesses. From November 2007 to November 2011, Mr. Boll was an accountant for BCGU, LLC, a privately held fund manager, and its related entities, that specialized in capital venture investment opportunities. There he provided financial and accounting consulting services to public company clients. Mr. Boll previously held various accounting roles at Welsh Companies, LLC, a privately held commercial real estate company, its fund and its other subsidiaries (during 2004 to 2007). Mr. Boll is a CFA charterholder, Certified Management Accountant and earned his B.S. degree in Corporate and Public Finance. He is a member of the Institute of Management Accountants, the CFA Institute, and the CFA Society of San Diego.

There are no family relationships between Mr. Boll and any of the Company’s directors or other executive officers, and there have been no related transactions, and none are contemplated, between Mr. Boll or any of his immediate family members and the Company that would require disclosure pursuant to Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission.

In connection with Mr. Boll’s appointment as the Company’s Chief Financial Officer, effective as of February 1, 2015, the Company entered into an amended and restated employment agreement (the “CFO Employment Agreement”) with Mr. Boll, which amends, restates and supersedes in its entirety Mr. Boll’s prior employment agreement with the Company dated February 1, 2012. The CFO Employment Agreement provides for the following, among other things: (i) a term of three years, (ii) an annual base salary of \$200,000; (iii) eligibility to receive an annual cash bonus in an amount equal to at least 20% of his then-current annual base salary and a target of 50% of his then-current annual base salary, with the precise amount to be determined at the discretion of the Company’s Board of Directors; (iv) if Mr. Boll is terminated other than for cause, by death or by disability or if he terminates his employment with the Company for good reason (any such termination, a “Qualifying Termination”), then Mr. Boll will be entitled to receive, subject to the satisfaction of certain conditions, continued payments of his then-current annual base salary for six months following the date of his termination and a lump-sum payment equal to the pro-rated portion of his minimum annual cash bonus for the then-current year; and (v) in the event of a Qualifying Termination of Mr. Boll on or within 12 months following a change of control, Mr. Boll will be entitled to receive, subject to the satisfaction of certain conditions, continued payments of his then-current annual base salary for six months following the date of his termination, a lump-sum payment equal to the pro-rated portion of his minimum annual cash bonus for the then-current year, and immediate vesting of all of his outstanding equity awards as of the date of his termination.

Under the terms of the CFO Employment Agreement, (i) the term “for cause” is defined to mean (a) commission of a crime involving dishonesty, breach of trust, or physical harm to any person; (b) willful engagement in conduct that is in bad faith and materially injurious to the Company, including without limitation, misappropriation of trade secrets, fraud or embezzlement; (c) commission of a material breach of the CFO Employment Agreement, which breach is not cured within 20 days after written notice thereof to Mr. Boll from the Company; (d) willful refusal to implement or follow a lawful policy or directive of the Company, which breach is not cured within 20 days after written notice thereof to Mr. Boll from the Company; or (e) engagement in misfeasance or malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally; (ii) the term “good reason” is defined to mean any one or more of the following events without Mr. Boll’s consent: (a) a material reduction in the amount of Mr. Boll annual base salary; (b) the relocation of Mr. Boll to a facility or location that is more than 50 miles from his primary place of employment and such relocation results in an increase in Mr. Boll’s one-way driving distance by more than 50 miles; or (c) a material and adverse change in Mr. Boll’s authority, duties or responsibilities with the Company or a material and adverse change in Mr. Boll’s reporting relationship; in each case other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith and is cured within 10 business days after Mr. Boll gives the Company notice of such event, and (iii) the term “change of control” is defined to have the same meaning as a “change in control” as defined in the Company’s Amended and Restated 2007 Stock Incentive and Awards Plan (the “Plan”) as in effect on the date hereof.

Also in connection with Mr. Boll's appointment as the Company's Chief Financial Officer, the Company's Board of Directors has granted the following equity awards to Mr. Boll, in each case under the Plan: (i) a performance-based restricted stock unit award of up to 157,500 shares of the Company's common stock, which will vest if the Company achieves and maintains certain stock price vesting targets during the three-year period following the date of grant of the award and subject to Mr. Boll's continued employment with the Company on the third anniversary of the date of grant, except that: (a) in the event of a Qualifying Termination, the portion of the award for which the associated stock price vesting targets have been satisfied at the time of such Qualifying Termination shall vest in full immediately and the portion of the award for which the associated stock price vesting targets are satisfied within 12 months following such Qualifying Termination will vest in full on the date of the satisfaction of such stock price vesting targets, and (b) in the event of a Qualifying Termination between the first and third anniversaries of the grant date of the award and on or within 12 months following a change of control (as defined in the CFO Employment Agreement), all shares of common stock subject to the award that would have vested prior to the date of such Qualifying Termination based on the achievement of the associated stock price vesting targets and all shares of common stock subject to the award with an associated stock price vesting target at or below the per share consideration in the change of control transaction shall, in each case, vest in full immediately, and (ii) a restricted stock unit award of up to 30,000 shares of the Company's common stock, which will vest on the third anniversary of the date of grant, subject to Mr. Boll's continued employment with the Company on such date and accelerated vesting of all unvested shares thereunder upon the occurrence of a change in control (as defined in the Plan), and is subject to the Company's standard form of award agreement for restricted stock units granted under the Plan.

#### *Appointment of Chief Commercial Officer*

Effective as of February 1, 2015, the Company appointed John P. Saharek to serve as the Company's Chief Commercial Officer.

Mr. Saharek, 55, previously served as the Company's Vice-President of Commercialization, Ophthalmology since November 2012. He is a senior healthcare industry executive with over 30 years of broad experience developing and commercializing pharmaceutical, biotech, surgical device and diagnostic product portfolios. His results-oriented record of achievement includes designing and executing strategic commercial plans, building strong sustainable brands, launching new products, leading high performing teams and delivering outstanding results for a variety of healthcare companies. Over the past 15 years Mr. Saharek has been focused in the ophthalmology segment where he has established valuable relationships with key opinion leaders and industry contacts. Before joining Imprimis, he was the Head of U.S. Marketing and Strategy (April 2013 to October 2013) and National Director, Sales and Reimbursement (July 2011 to April 2013) for ThromboGenics Inc., developing the commercial strategy and building a team to launch a new biologic into the US market. Prior to that he was Vice President, Business Development at SurModics Inc., from March 2006 to July 2011, working with both large and small pharmaceutical companies on multi-platform drug delivery initiatives in the U.S. and internationally. Early on in his career he held positions of increasing responsibility in both marketing and sales at a number of companies, including his tenure with Bausch & Lomb. Mr. Saharek has a Masters of Business Administration from the University of Hartford and a Bachelor's degree from Central Connecticut State University.

There are no family relationships between Mr. Saharek and any of the Company's directors or other executive officers, and there have been no related transactions, and none are contemplated, between Mr. Saharek or any of his immediate family members and the Company that would require disclosure pursuant to Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission.

In connection with Mr. Saharek's appointment as of the Company's Chief Commercial Officer, effective as of February 1, 2015, the Company entered into an employment agreement (the "CCO Employment Agreement") with Mr. Saharek. The CCO Employment Agreement provides for the following, among other things: (i) a term of three years, (ii) an annual base salary of \$220,000; (iii) eligibility to receive an annual cash bonus in an amount equal to a target of 50% of his then-current annual base salary, with the precise amount to be determined at the discretion of the Company's Board of Directors; (iv) in the event of a Qualifying Termination of Mr. Saharek, Mr. Saharek will be entitled to receive, subject to the satisfaction of certain conditions, continued payments of his then-current annual base salary for six months following the date of his termination; and (v) in the event of a Qualifying Termination of Mr. Saharek on or within 12 months following a change of control, then Mr. Saharek will be entitled to receive, subject to the satisfaction of certain conditions, continued payments of his then-current annual base salary for 12 months following the date of his termination and immediate vesting of all of his outstanding equity awards as of the date of his termination.

Under the terms of the CCO Employment Agreement, the terms "cause," "good reason," and "change of control" are defined to have the same meanings as provided in the CFO Employment Agreement.

Also in connection with Mr. Saharek's appointment as the Company's Chief Commercial Officer, the Company's Board of Directors has granted the following equity awards to Mr. Saharek, in each case under the Plan: (i) a stock option award of up to 90,000 shares of the Company's common stock, which has a term of 10 years and an exercise price of \$7.37, will vest in equal quarterly installments over a three-year period, subject to Mr. Saharek's continued employment with the Company at the end of such period and accelerated vesting of all unvested shares thereunder upon the occurrence of a change in control (as defined in the Plan), and is subject to the Company's standard form of award agreement for stock options granted under the Plan, and (ii) a restricted stock unit award of up to 30,000 shares of the Company's common stock, which will vest on the third anniversary of the date of grant, subject to Mr. Saharek's continued employment with the Company on such date and accelerated vesting of all unvested shares thereunder upon the occurrence of a change in control (as defined in the Plan), and is subject to the Company's standard form of award agreement for restricted stock units granted under the Plan.

Also in connection with Mr. Saharek's appointment as an officer of the Company, the Company has entered into an indemnification agreement with Mr. Saharek that follows the Company's standard form of indemnification agreement for its directors and officers. In general, the form of indemnification agreement requires the Company to, among other things, indemnify the director or officer against specified expenses and liabilities, such as attorneys' fees, judgments, fines and settlements, paid by the director or officer in connection with any action, suit or proceeding arising out of the director's or officer's status or service as such, other than liabilities arising from willful misconduct or conduct that is knowingly fraudulent or deliberately dishonest, and to advance expenses incurred by the director or officer in connection with any proceeding with respect to which the director or officer may be entitled to indemnification by the Company.

The above descriptions of the CFO Employment Agreement, the CCO Employment Agreement, the indemnification agreement and the equity award agreements are intended to be summaries and are qualified in their entirety by the full text of each agreement. The CFO Employment Agreement, the award agreement governing the performance stock unit award granted to Mr. Boll and the CCO Employment Agreement are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, respectively, and the Company's forms of restricted stock unit award agreement, stock option agreement and indemnification agreement are filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 8, 2013, Exhibit 10.13 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 21, 2007, and Exhibit 10.8 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 21, 2007, respectively, and are all incorporated herein by reference. The Company issued a press release on February 2, 2015 announcing the appointment of Mr. Boll and Mr. Saharek, which is filed as Exhibit 99.1 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Exhibit</b>	<b>Description</b>
10.1	Amended and Restated Employment Agreement, effective as of February 1, 2015, by and between Imprimis Pharmaceuticals, Inc. and Andrew R. Boll
10.2	Performance Stock Units Award Agreement, effective as of February 1, 2015, by and between Imprimis Pharmaceuticals, Inc. and Andrew R. Boll
10.3	Employment Agreement, effective as of February 1, 2015, by and between Imprimis Pharmaceuticals, Inc. and John P. Saharek
99.1	Press Release dated February 2, 2015

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**IMPRIMIS PHARMACEUTICALS, INC.**

Dated: February 2, 2015

By: /s/ Andrew R. Boll

Name: Andrew R. Boll

Title: Chief Financial Officer

---



## IMPRIMIS PHARMACEUTICALS, INC.

## AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into effective as of February 1, 2015 (the "Effective Date"), by and between Imprimis Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and Andrew R. Boll ("Executive"), with respect to the following facts:

**A.** Executive and the Company previously entered into that certain Employment Agreement, dated as of February 1, 2012 (the "Prior Employment Agreement"), to set forth the terms of Executive's employment with the Company.

**B.** Executive and the Company desire to amend and restate the Prior Employment Agreement upon the terms and conditions set forth herein, such that this Agreement shall amend, restate and supersede the Prior Employment Agreement in its entirety.

The parties hereby agree as follows:

**1. Term.** The Company hereby agrees to employ Executive, and Executive hereby agrees to be employed by the Company, upon the terms and subject to the conditions set forth in this Agreement. The initial period of Executive's employment under the terms of this Agreement shall begin as of the Effective Date and shall continue until the third anniversary of the Effective Date, unless sooner terminated in accordance with Section 5 or extended by a written instrument executed by Executive and the Company. After the end of such initial three (3)-year period, this Agreement shall automatically be renewed for successive one-month periods unless either party provides to the other party written notice of non-renewal at least twenty (20) calendar days prior to the end of the then current employment period (such initial three (3)-year period and any such one-month renewal period(s), the "Term").

**2. Duties.**

**(a) Position.** Executive shall serve as the Company's Chief Financial Officer (and principal financial and accounting officer) and Corporate Secretary and shall perform such duties and have such responsibilities as are customarily performed by a person holding such positions and such other duties as may be determined from time to time by the Company's Chief Executive Officer and/or the Company's Board of Directors (or a committee thereof). Executive shall perform faithfully, cooperatively and diligently all of his job duties and responsibilities and agrees to and shall devote his full time, attention and effort to the business of the Company and other assignments as directed by the Company's Chief Executive Officer and/or the Company's Board of Directors (or a committee thereof). Executive will report to the Company's Chief Executive Officer.

**(b) Best Efforts.** Executive will expend his best efforts on behalf of the Company in connection with his employment and will abide by all of the Company's applicable employment policies and decisions made by Company's Board of Directors (or a committee thereof), as well as all applicable federal, state and local laws, regulations or ordinances.



**(c) Other Activities.** Except upon the prior written consent of the Company, Executive will not, during the term of this Agreement, (i) accept any other employment, or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Executive's duties and responsibilities hereunder or create a conflict of interest with the Company.

**(d) No Conflict.** Executive represents and warrants that Executive's execution of this Agreement, Executive's employment with the Company, and the performance of Executive's duties under this Agreement shall not violate any obligations Executive may have to any other employer, person or entity, including any obligations with respect to proprietary or confidential information of any other person or entity.

### **3. Compensation and Benefits.**

**(a) Annual Base Salary.** As compensation for Executive's performance of his duties hereunder, the Company shall pay to Executive an initial annual base salary of Two Hundred Thousand Dollars (\$200,000), effective as of the Effective Date (the "Annual Base Salary"), payable in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions. Executive's Annual Base Salary will be reviewed from time to time and at least annually by the Company's Board of Directors (or a committee thereof), with such input as it may request from the Company's Chief Executive Officer, and otherwise in accordance with the established procedures of the Company for adjusting salaries for similarly situated employees.

**(b) Annual Cash Bonus.** Executive shall be eligible, at the sole discretion of the Board of Directors of the Company (or any committee thereof), to receive an annual cash bonus, with his target bonus set at fifty percent (50%) of his then-current Annual Base Salary (the "Annual Bonus"). The actual amount of the Annual Bonus will be determined by the Company's Board of Directors (or a committee thereof) based on Executive's achievement of Company and personal goals established by the Company; provided, however, that, for each calendar year, Executive will be entitled to receive a guaranteed minimum annual bonus equal to twenty percent (20%) of his then-current Annual Base Salary, irrespective of whether and the extent to which the applicable goals are achieved (such guaranteed bonus also referred to as the Annual Bonus). If awarded, the Annual Bonus will be paid on or before March 15 of the year following the year in which the Annual Bonus was earned.

**(c) Initial Equity Awards.** Subject to approval by the Company's Board of Directors (or a committee thereof), Executive shall be eligible to receive (i) a performance-based restricted stock unit award for up to 157,500 shares of the Company's common stock (the "Initial PSU"), and (ii) a restricted stock unit award for up to 30,000 shares of the Company's common stock (the "Initial RSU"), in each case in accordance with the Company's Amended and Restated 2007 Incentive Stock and Awards Plan (as amended, the "Plan"). The Initial PSU and the Initial RSU shall be evidenced by the award agreements attached hereto as Exhibit A and Exhibit B, respectively, and shall be governed by the terms, provisions and definitions of such respective award agreements and the Plan.

**(d) Benefits.** Executive shall be eligible to participate in all of the Company's employee benefit plans as in effect from time to time and subject to the terms and conditions thereof, consistent with an employee of Executive's position.

**(e) Business Expenses.** The Company shall reimburse Executive for reasonable out-of-pocket business expenses incurred in the performance of Executive's duties hereunder, provided that such expenses are incurred for business reasons and Executive timely provides to the Company, in form and substance reasonably satisfactory to the Company, reasonable documentation evidencing such expenses.

**(f) Vacation.** Executive shall be entitled to paid vacation, personal and sick days each calendar year in accordance with the Company's applicable plans, policies and programs then in effect. Initially Executive shall be entitled to four (4) weeks of paid vacation per calendar year, subject to the Company's applicable vacation policies and practices that may be in effect from time to time (including, without limitation, any policies concerning vacation accruals and caps).

**(g) Clawback Policy.** Notwithstanding anything to the contrary in this Agreement, all incentive-based compensation payable hereunder shall be subject to any clawback policy adopted by the Company from time to time.

**4. Indemnification.** In connection with the execution of the Agreement, the Company and Executive shall enter into a customary indemnification agreement, unless the Company and Executive are already a party to such an agreement as of the Effective Date, in which case such agreement shall continue to apply for the term of Executive's Employment under the terms of this Agreement.

**5. Termination of Employment.** During the Term, Executive's employment may be terminated by either party without any breach of this Agreement only under the circumstances set forth in this Section 5. Any termination of Executive's employment during the Term of this Agreement, other than by reason of Executive's death, shall be communicated by a written notice of termination to the other party delivered in accordance with the terms of this Agreement, describing in reasonable detail the reason for such termination and specifying the effective date of such termination. Upon and after any termination of Executive's employment, all obligations of the Company under this Agreement shall cease in their entirety, except as otherwise expressly set forth herein.

**(a) Executive's Death.** Executive's employment shall terminate automatically upon Executive's death.

**(b) Executive's Disability.** If during the Term Executive becomes eligible for the Company's long-term disability benefits or the Company determines that Executive is unable to carry out the responsibilities and functions of the position held by Executive by reason of any physical or mental impairment for more than ninety (90) consecutive days or more than one hundred twenty (120) days in any twelve (12)-month period, then, to the extent permitted by law (each, a "Disability"), the Company may deliver to Executive written notice of the Company's termination of Executive's employment by reason of such Disability. In such event, Executive's employment with the Company shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive if, within such thirty (30)-day period, Executive shall not have returned to full-time performance of Executive's duties hereunder with or without a reasonable accommodation. Nothing in this Section 5(b) shall affect Executive's rights under any disability plan in which Executive is a participant.

**(c) Termination for Cause.** The Company may terminate Executive's employment for Cause at any time during the Term upon delivery of written notice thereof. For purposes of this Agreement, "Cause" shall mean: (i) Executive commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) Executive willfully engages in conduct that is in bad faith and materially injurious to the Company, including, without limitation, misappropriation of trade secrets, fraud or embezzlement; (iii) Executive commits a material breach of this Agreement, which breach is not cured within twenty (20) calendar days after written notice thereof to Executive from the Company; (iv) Executive willfully refuses to implement or follow a lawful policy or directive of the Company, which breach is not cured within twenty (20) calendar days after written notice thereof to Executive from the Company; or (v) Executive engages in misfeasance or malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally.

**(d) Termination for Good Reason.** Executive may terminate his employment with the Company for Good Reason at any time during the Term, subject to the notice and other requirements set forth in this Section 5(d). For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following without Executive's prior written consent: (i) a material reduction in Executive's Annual Base Salary; (ii) the relocation of Executive to a facility or location that is more than fifty (50) miles from his primary place of employment and such relocation results in an increase in Executive's one-way driving distance by more than fifty (50) miles; or (iii) a material and adverse change in Executive's authority, duties, or responsibilities with the Company or a material and adverse change in Executive's reporting relationship, in each case other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith and is cured within ten (10) business days after Executive gives the Company notice of such event, which must be given within ninety (90) calendar days after the event giving rise to the claim of Good Reason occurs Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no event described above shall constitute Good Reason unless (A) Executive gives notice of termination to the Company specifying the condition or event relied upon for such termination within ninety (90) calendar days of the initial existence of such event, and (B) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of Executive's notice of termination (the "Cure Period"). If the Company fails to remedy the condition or event constituting Good Reason during the applicable Cure Period, Executive's "separation from service" (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (together with the Treasury regulations and guidance issued thereunder, the "Code")) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition or event to constitute a termination for Good Reason.

**(e) Termination without Cause or without Good Reason.** The Company may terminate Executive's employment without Cause, or Executive may terminate his employment without Good Reason, at any time during the Term upon delivery of written notice thereof not less than thirty (30) calendar days prior to the date of such termination. During such thirty (30)-calendar day notice period, Executive shall continue to diligently perform all of Executive's duties hereunder. For purposes of this Agreement, including without limitation Section 6, a termination due to Executive's death or Executive's Disability shall not be deemed a termination by the Company without Cause.

**(f) Expiration of Agreement.** Executive's employment under this Agreement shall terminate upon expiration of this Agreement as set forth in Section 1 (which, for purposes of clarity, shall include expiration in connection with the non-renewal of this Agreement). For purposes of this Agreement, including without limitation Section 6, a termination due to expiration of this Agreement shall not be deemed a termination by the Company without Cause or a termination by Executive for Good Reason.

## **6. Compensation after Termination of Employment.**

**(a) Any Termination.** Upon any termination of Executive's employment under this Agreement, Executive (or such payee as Executive designates in writing or Executive's estate) shall be entitled to receive (i) any amount of Executive's Annual Base Salary for services rendered to the date of termination and any accrued but unpaid expenses required to be reimbursed under the terms of this Agreement, subject to any other rights or remedies of the Company under applicable law, and (ii) any other compensation or benefits (including retirement or deferred compensation benefits) to which Executive may be entitled at the time of termination, determined and paid in accordance with the terms of such plans, policies, and arrangements providing such compensation or benefits. Except as expressly provided in this Agreement, Executive shall have no right to receive any other compensation, or to participate in any other plan, arrangement, or benefit, with respect to future periods after any such termination.

**(b) Termination by the Company without Cause or by Executive for Good Reason Other Than in Connection with a Change of Control.** In the event that the Company terminates Executive's employment without Cause or Executive terminates his employment for Good Reason (any such termination, a "Qualifying Termination") and such termination is not in connection with a Change of Control as described in Section 6(c), subject to Section 6(e) and Executive's continued compliance with Sections 6(g), 7 and 9, Executive shall be eligible to receive from the Company (i) continued payment of Executive's then-current Annual Base Salary for a period of six (6) months following the date of his termination and (ii) a lump sum payment equal to the pro-rated portion of Executive's Annual Bonus, determined by multiplying (A) twenty percent (20%) of Executive's Annual Base Salary as of the date of such termination, by (B) a fraction equal to (x) the number of days that have elapsed since January 1 of the current calendar year until the date of such termination, divided by (y) 365 ((i) and (ii), collectively, "Severance"). The Severance described herein shall be subject to required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions and paid in accordance with the Company's standard payroll practice.

**(c) Termination by the Company without Cause or by Executive for Good Reason in Connection with a Change of Control.** In the event of a Qualifying Termination on or within twelve (12) months after a Change of Control, subject to Section 6(e) and Executive's continued compliance with Sections 6(g), 7 and 9, (i) Executive shall be eligible to receive Severance from the Company as described in Section 6(b) except that (i) in lieu of the payments under clause (i) of Section 6(b), Executive shall be eligible to receive from the Company continued payment of Executive's then-current Annual Base Salary for a period of twelve (12) months following the date of his termination (and such continued payments shall be considered Severance for purposes of this Agreement), and (ii) all outstanding and unvested equity awards held by Executive as of the date of such termination shall, on the date of such termination, become fully vested and exercisable, in accordance with the terms of the award agreements governing such equity awards. For purposes of this Agreement, a "Change of Control" shall be deemed to occur if (i) a tender offer (or series of related offers) shall be made and consummated for the ownership of fifty percent (50%) or more of the outstanding voting securities of the Company, unless as a result of such tender offer more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the commencement of such offer), any employee benefit plan of the Company or its subsidiaries and their respective affiliates; (ii) the Company shall be merged or consolidated with another corporation, unless as a result of such merger or consolidation more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its subsidiaries and their respective affiliates; (iii) the Company shall sell substantially all of its assets to another corporation that is not wholly owned by the Company, unless as a result of such sale more than fifty percent (50%) of such assets shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its subsidiaries and their respective affiliates; or (iv) a Person (as defined below) shall acquire fifty percent (50%) or more of the outstanding voting securities of the Company (whether directly, indirectly, beneficially or of record), unless as a result of such acquisition more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the first acquisition of such securities by such Person), any employee benefit plan of the Company or its subsidiaries and their respective affiliates. For purposes of determining whether a Change of Control has occurred, (A) ownership of voting securities shall take into account and shall include ownership as determined by applying the provisions of Rule 13d-3(d)(1)(i) (as in effect on the date hereof) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (B) "Person" shall have the meaning given to it in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof; provided, however, that a Person shall not include (1) the Company or any of its subsidiaries; (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries; (3) an underwriter temporarily holding securities pursuant to an offering of such securities; or (4) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportion as their ownership of stock of the Company.

**(d) Termination by Death or Disability, by the Company for Cause or by Executive without Good Reason.** Except as expressly provided in Section 6(a), Executive shall not be entitled to any Severance or any other compensation or payments if Executive's employment is terminated at any time by death or Disability, by the Company for Cause or by Executive without Good Reason.

**(e) Release.** The Company's payment of any Severance pursuant to this Section 6 shall be subject to Executive timely signing and not revoking a customary release of all claims in a form reasonably satisfactory to the Company (the "Severance Release"). To be timely, the Severance Release must become effective and irrevocable no later than sixty (60) days following the date of Executive's termination (the "Severance Release Deadline"). If the Severance Release does not become effective and irrevocable by the Severance Release Deadline, then Executive hereby forfeits any rights to the Severance set forth in this Section 6. In no event will any Severance be paid under Section 6 until the Severance Release becomes effective and irrevocable. Subject to Annex A attached hereto, payments of Severance shall commence once the Severance Release becomes effective and irrevocable and the first payment shall include any installments that otherwise would have been paid during the period commencing on the date of termination and ending on the date the Severance Release becomes effective.

**(f) Exclusive Remedy.** Executive agrees that the payments and benefits contemplated by this Section 6 (and any applicable acceleration of vesting of an equity-based award in accordance with the terms of such award in connection with the termination of Executive's employment) shall constitute the exclusive and sole remedy for any termination of Executive's employment and Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.

**(g) Executive's Obligations Upon Termination.**

**(i) Return of Property.** Executive agrees that all property (including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive's employment belongs to the Company and shall be promptly returned to the Company upon termination of Executive's employment.

**(ii) Resignation and Cooperation.** Upon termination of Executive's employment, Executive shall be deemed to have resigned from all offices and directorships then held with the Company. Following any termination of employment, Executive shall cooperate with the Company in the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees. Executive shall also cooperate with the Company in the defense of any action brought by any third party against the Company that relates to Executive's employment with the Company.

**(h) Section 280G.**

**(i)** In the event that (i) the severance and other benefits provided for in this Agreement or otherwise payable or provided to Executive but determined without regard to any additional payments required by this Section 6(h) (collectively, the "Payment") would be subject to the excise tax imposed by Section 4999 of the Code and the regulations issued thereunder (the "Excise Tax") and (ii) the value of the Payment (as determined in accordance with Section 280G of the Code and the regulations issued thereunder (collectively referred to as "Section 280G")) exceeds three (3) times Executive's "base amount" (within the meaning of Section 280G) (such three times amount referred to as Executive's "280G Threshold") by the greater of Fifty Thousand Dollars (\$50,000) or ten percent (10%) of Executive's 280G Threshold, Executive shall be paid an additional amount (the "Gross-Up Payment") such that the net amount retained by Executive after deduction of the Excise Tax, and any federal, state and local income and employment tax and excise tax imposed upon the Gross-Up Payment shall be equal to the Payment. In the event that the value of the Payment (as determined in accordance with Section 280G) does not exceed Executive's 280G Threshold by the greater of Fifty Thousand Dollars (\$50,000) or ten percent (10%) of Executive's 280G Threshold, the Payment shall be reduced to an amount equal to Executive's 280G Threshold less \$1 so that no portion of the Payment shall be subject to the Excise Tax.

(ii) Unless the Company and Executive otherwise agree in writing, any determination required under this Section 6(h) will be made in writing by a national accounting firm selected by the Company or such other person or entity to which the parties mutually agree (the "Accountants"), whose determination will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6(h) the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and Section 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 6(h). Any reduction in payments and/or benefits required by this Section 6(h) shall occur in the following order: (1) reduction of cash payments, (2) reduction of equity acceleration (full-value awards first, then stock options), and (3) reduction of other benefits paid or payable to Executive. Notwithstanding anything to the contrary herein, any such reduction shall be structured in a manner intended to comply with Section 409A. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant for Executive's equity awards. The Company shall bear all costs that the Accountants may reasonably incur in connection with any calculations contemplated by this Section 6(h).

## **7. Inventions and Proprietary Information; Prohibition on Third Party Information.**

**(a) Proprietary Information Agreement.** Executive shall sign and be bound by the terms of the Company's standard form of Employee Proprietary Information and Inventions Agreement, unless the Company and Executive are already a party to such an agreement as of the Effective Date, in which case such agreement shall continue to apply for the term of Executive's employment under the terms of this Agreement (such agreement, in either case, the "Proprietary Information Agreement").

**(b) Non-Disclosure of Third Party Information.** Executive represents, warrants and covenants that Executive shall not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others at any time, including, without limitation, any proprietary information or trade secrets of any former employer, if any; and Executive acknowledges and agrees that any violation of this provision shall be grounds for Executive's immediate termination and could subject Executive to substantial civil liabilities and criminal penalties. Executive further specifically and expressly acknowledges that no officer or other employee or representative of the Company has requested or instructed Executive to disclose or use any such third party proprietary information or trade secrets.

**8. Arbitration; Jury Trial Waiver.** Executive and the Company agree that any dispute or claim relating to or arising out of Executive's employment relationship with Company, this Agreement or the termination of Executive's employment with Company for any reason (including, without limitation, any claims of breach of contract, defamation, wrongful termination or age, sex, sexual orientation, race, color, national origin, ancestry, marital status, religious creed, physical or mental disability or medical condition or other discrimination, retaliation or harassment) shall be fully resolved by confidential, binding arbitration conducted by a single neutral arbitrator in San Diego, California through the American Arbitration Association ("AAA") pursuant to the AAA's then-current Employment Arbitration Rules. The arbitrator shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY SIGNING THIS AGREEMENT, EXECUTIVE AND COMPANY HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO HAVE DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT TRIED BEFORE A JUDGE OR A JURY.

**9. General Provisions.**

**(a) Amendment.** The terms of this Agreement may be amended, or any term hereof may be waived, by a written instrument executed by the parties hereto.

**(b) Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege; and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by both parties; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

**(c) Validity.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The parties agree that any unenforceable provision shall, to the maximum extent permitted by law, be reformed and construed in a manner that so far as possible results in the same effect, or if such provision or term is not reformable then it shall be deemed not to be a part of this Agreement.



**(d) Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives and successors, including any successor of the Company by reason of any dissolution, merger, consolidation, sale of assets or other reorganization of the Company.

**(e) Survival.** Sections 6, 7 (including the terms of the Proprietary Information Agreement that by their terms survive such termination), 8 and 9 of this Agreement shall survive any termination of Executive's employment with Company.

**(f) Notices.** All notices, consents, waivers and other communications under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt); (ii) sent by facsimile (with written confirmation of receipt); or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service; or (iv) when received by the addressee, if sent by United States first class registered or certified mail, return receipt requested and postage prepaid. Any such notices, consents, waivers or other communications shall be addressed as follows, or to such other address as either party shall have furnished to the other in writing in accordance herewith:

If to Executive:

To the address set forth on the signature page hereto

If to the Company:

Imprimis Pharmaceuticals, Inc.  
Attn: Chief Executive Officer  
12264 El Camino Real, Suite 350  
Solana Beach, California 92130

**(g) Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without reference to its conflicts of laws rules or principles.

**(h) Headings.** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

**(i) Counterparts.** This Agreement may be executed in one or more counterparts, all of which when fully executed and delivered by all parties hereto and taken together shall constitute a single agreement, binding against each of the parties.

**(j) Entire Agreement.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Executive's employment with the Company or any of the Company's affiliates and may not be contradicted by evidence of any prior or contemporaneous statements or agreements, including, without limitation, the Prior Employment Agreement and except for other agreements specifically referenced herein (including the Proprietary Information Agreement, the indemnification agreement referenced in Section 4, and the award agreements evidencing the Initial PSU and the Initial RSU attached hereto as Exhibits A and B and any other agreement relating to any other equity award that has been or may in the future be granted to Executive). Without limiting the generality of the foregoing, this Agreement and the employment relationship governed hereby shall supersede and replace in its entirety the Prior Employment Agreement. Except as otherwise expressly provided herein, any subsequent change in Executive's duties, position, or compensation will not affect the validity or scope of this Agreement.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT, THAT EXECUTIVE HAS READ AND UNDERSTANDS THIS AGREEMENT IN FULL, THAT EXECUTIVE IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT EXECUTIVE HAS ENTERED INTO IT FREELY BASED ON EXECUTIVE'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first written above.

**EXECUTIVE**

*/S/ Andrew R. Boll*

\_\_\_\_\_  
Andrew R. Boll

Address:

**COMPANY**

**IMPRIMIS PHARMACEUTICALS, INC.**

By: */S/ Mark L. Baum*

\_\_\_\_\_  
Name: Mark L. Baum

Title: Chief Executive Officer

\_\_\_\_\_

## ANNEX A

### SECTION 409A ADDENDUM

Notwithstanding anything to the contrary in the Agreement, no Severance pay or benefits to be paid or provided to Executive, if any, pursuant to the Agreement that, when considered together with any other Severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Executive has had a "separation from service" within the meaning of Section 409A. Similarly, no Severance payable to Executive, if any, that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has had a "separation from service" within the meaning of Section 409A. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

Any Severance payments or benefits under the Agreement that would be considered Deferred Payments will be paid or will commence on the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by the next paragraph, with the first payment including any installments that otherwise would have been paid during the period commencing on the date of termination and the date the Severance payments are permitted to commence in accordance with this Annex A.

Notwithstanding anything to the contrary in the Agreement, if Executive is a "specified Executive" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments that would otherwise have been payable within the first six (6) months following Executive's separation from service, will be paid on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service, but in no event later than seven (7) months after the date of such separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit.

Any amount paid under the Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments. Any amount paid under the Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments. For this purpose, the "Section 409A Limit" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to him during Executive's taxable year preceding his taxable year of his separation from service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the Severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to the Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

---

**EXHIBIT A**  
**INITIAL PSU AWARD AGREEMENT**

---

**EXHIBIT B**  
**INITIAL RSU AWARD AGREEMENT**

---



**IMPRIMIS PHARMACEUTICALS, INC.**  
**AMENDED AND RESTATED 2007 INCENTIVE STOCK AND AWARDS PLAN**

**PERFORMANCE STOCK UNITS AGREEMENT**

Effective as of February 1, 2015 (the “Grant Date”), Imprimis Pharmaceuticals, Inc., a Delaware corporation (the “Company”), has awarded to Andrew R. Boll (“Grantee”) a targeted number of 157,500 Performance Stock Units (the “Performance Stock Units” or “Award”) to be calculated and determined as discussed below. Each Performance Stock Unit will represent an unfunded and unsecured promise of the Company to deliver shares of common stock, par value \$0.01 per share, of the Company (the “Shares”) to Grantee as set forth herein. Each Performance Stock Unit will be subject to forfeiture until the date such Performance Stock Unit vests pursuant to Section 1 of this Performance Stock Units Agreement (this “Agreement”). The Performance Stock Units have been granted pursuant to the Imprimis Pharmaceuticals, Inc. Amended and Restated 2007 Incentive Stock and Awards Plan (the “Plan”), and shall be subject to all provisions of the Plan, which are incorporated herein by reference, and of this Agreement. Capitalized terms used in this Agreement that are not specifically defined will have the meanings ascribed to such terms in the Plan.

1. Vesting. The Performance Stock Units consist of the following five tranches (each, a “Tranche”) that vest upon the attainment of the target share price (the “Target Share Price”) as specified below:

<u>Tranche</u>	<u>No. of Shares</u>	<u>Target Share Price</u>
Tranche 1	30,000 Performance Stock Units	\$10.00 or greater
Tranche 2	30,000 Performance Stock Units	\$15.00 or greater
Tranche 3	30,000 Performance Stock Units	\$20.00 or greater
Tranche 4	30,000 Performance Stock Units	\$25.00 or greater
Tranche 5	37,500 Performance Stock Units	\$30.00 or greater

Each Tranche may only vest once. Except as otherwise specified below, for each respective Tranche to vest, all three of the following conditions must be met:

(a) a Trigger Date may occur any time after the Grant Date. A “Trigger Date” means any trading day on which the official closing price per Share (the “Closing Price”) is at or above the Target Share Price for the respective Tranche. Notwithstanding the foregoing, the Committee will, in such manner as the Committee determines is appropriate in its discretion, include the value of stock dividends distributed to the stockholders of the Company in connection with spin-offs or similar transactions for purposes of determining whether the Target Share Price has been achieved;

(b) during the period that includes the Trigger Date and the immediately following 19 trading days (each, a “Measurement Period”), the arithmetic mean of the 20 Closing Prices during the Measurement Period must be at or above the Target Share Price for such Tranche (the “20 Closing Price Condition”); and



(c) the Grantee must be in continuous service with the Company and its Affiliates through the third anniversary of the Grant Date (the “Service Condition”).

To the extent all three of the above conditions are met, the third anniversary of the Grant Date shall be the “Vesting Date.” If the Grantee’s employment is terminated as a result of death or by the Company due to the Grantee’s Disability, in each case before the third anniversary of the Grant Date, then all Tranches for which a Trigger Date has occurred and the 20 Closing Price Condition has been satisfied on or before the date of termination but which are not vested solely because the Service Condition has not been satisfied shall vest, and the date of termination shall be the Vesting Date. If the Grantee’s employment is terminated by the Company without Cause (as defined in his Amended and Restated Employment Agreement with the Company effective as of February 1, 2015 (the “Employment Agreement”)), or by the Grantee for Good Reason (as defined in his Employment Agreement), in each case before the third anniversary of the Grant Date, then (i) all Tranches for which a Trigger Date has occurred and the 20 Closing Price Condition has been satisfied on or before the date of termination but which are not vested solely because the Service Condition has not been satisfied shall vest, and the date of termination shall be the Vesting Date; and (ii) all Tranches for which a Trigger Date occurs and the 20 Closing Price Condition has been satisfied on or after the date of termination but on or before the first anniversary of the date of termination and with respect to which the Grantee would have vested had he satisfied the Service Condition shall vest on the date on which both the Trigger Date occurs and the 20 Closing Price Condition has been satisfied and such date shall be the Vesting Date; provided, in each case, that the Grantee executes and delivers to the Company the Severance Release (as defined in the Employment Agreement) within sixty (60) days following the date of termination, without revocation or modification; provided, further, that if a Change of Control has occurred prior to such termination, the subsequent sentence shall govern; provided, further, that in no event shall the Vesting Date or a Trigger Date extend beyond the third anniversary of the Grant Date. Notwithstanding anything to the contrary in the Employment Agreement (including, without limitation, Section 6(c) thereof), if, after the first anniversary but before the third anniversary of the Grant Date, the Grantee’s employment is terminated by the Company or its successor without Cause (as defined in the Employment Agreement) or by the Grantee for Good Reason (as defined in the Employment Agreement), in either case on or within twelve (12) months after a Change of Control (as defined in the Employment Agreement), then the following Tranches shall vest, and the date of termination shall be the Vesting Date: (A) all Tranches for which a Trigger Date has occurred and the 20 Closing Price Condition has been satisfied on or immediately before the Change of Control but which are not vested solely because the Grantee has not satisfied the Service Condition; and (B) all other Tranches with a Target Share Price at or below the per-Share transaction consideration received by stockholders of the Company upon the Change of Control (as determined in accordance with the terms and conditions of the applicable definitive agreement that results in the Change of Control); provided that the Grantee executes and delivers to the Company the Severance Release (as defined in the Employment Agreement) within sixty (60) days following the date of termination, without revocation or modification; provided, further, that in no event shall the Vesting Date or a Trigger Date extend beyond the third anniversary of the Grant Date. Any Tranche that has not vested by the third anniversary of the Grant Date shall expire.

2. Transferability. The Performance Stock Units shall not be transferable.

3. Termination of Employment. Except as set forth in Section 1, if a termination of employment of Grantee occurs prior to the vesting in full of the Performance Stock Units, any unvested portion of such Performance Stock Units shall be forfeited by Grantee.

4. Triggering Conduct. As used in this Agreement, "Triggering Conduct" shall mean Grantee's material breach of any provision of Section 7 of the Employment Agreement or Grantee's breach of any provision of Grantee's Proprietary Information Agreement (as defined in the Employment Agreement).

5. Special Forfeiture/Repayment Rules. For so long as Grantee continues as an employee with the Company or any of its affiliates and for one (1) year following termination of employment regardless of the reason, Grantee agrees not to engage in Triggering Conduct. If Grantee engages in Triggering Conduct during the time period set forth in the preceding sentence, then Grantee shall, within thirty (30) days following written notice from the Company, pay to the Company an amount equal to (x) the aggregate gross gain realized or obtained by Grantee resulting from the settlement of all Performance Stock Units pursuant to Section 6 hereof (measured as of the settlement date (i.e., the market value of the Performance Stock Units on such settlement date)) that have already been settled and that had vested at any time within three years prior to the Triggering Conduct (the "Look-Back Period"), minus (y) \$1.00. Grantee may be released from Grantee's obligations under this Section 5 if and only if the Committee (or its duly appointed designee) authorizes, in writing and in its sole discretion, such release. The parties acknowledge and agree that nothing in this Section 5 constitutes a so-called "non-compete" covenant. This Section 5 does, however, prohibit certain conduct while Grantee is associated with the Company or any of its affiliates and thereafter and does provide for the forfeiture or repayment of the benefits granted by this Agreement under certain circumstances. No provisions of this Agreement shall diminish, negate or otherwise impact any separate agreement to which Grantee may be a party, including, without limitation, any certificate of compliance or similar attestation/certification signed by Grantee; provided, however, that to the extent that any provisions contained in any other agreement are inconsistent in any manner with the restrictions and covenants of Grantee contained in this Agreement, the provisions of this Agreement shall take precedence and such other inconsistent provisions shall be null and void as to this Agreement. Grantee acknowledges and agrees that the restrictions contained in this Agreement are being made for the benefit of the Company in consideration of Grantee's receipt of the Performance Stock Units, in consideration of employment, in consideration of exposing Grantee to the Company's business operations and confidential information, and for other good and valuable consideration, the adequacy of which consideration is hereby expressly confirmed. Grantee further acknowledges that the receipt of the Performance Stock Units and execution of this Agreement are voluntary actions on the part of Grantee and that the Company is unwilling to provide the Performance Stock Units to Grantee without including the restrictions and covenants of Grantee contained in this Agreement. Further, the parties agree and acknowledge that the provisions contained in Sections 4 and 5 are ancillary to, or part of, an otherwise enforceable agreement at the time the agreement is made.

6. Payment. Subject to the provisions of Sections 4 and 5 of this Agreement, and unless Grantee makes an effective election to defer receipt of the Shares represented by the Performance Stock Units, on the Vesting Date, Grantee shall be entitled to receive from the Company (without any payment on behalf of Grantee other than as described in Section 10) the Shares represented by such Performance Stock Units; provided, however, that where the vesting of any Performance Stock Unit occurs in connection with Grantee's termination without Cause, termination for Good Reason or termination due to Disability, Section 409A of the Code applies to the distribution in connection with such acceleration and Grantee is a "specified employee" (determined in accordance with Section 409A of the Code), Grantee shall be entitled to receive the corresponding Shares from the Company on the date that is the first day of the seventh (7<sup>th</sup>) month after Grantee's "separation from service" with the Company (determined in accordance with Section 409A of the Code). Elections to defer receipt of the Shares beyond the date of settlement provided herein may be permitted in the discretion of the Committee pursuant to procedures established by the Committee in compliance with the requirements of Section 409A of the Code.

7. Dividend Equivalents. Grantee shall not be entitled to receive any cash dividends on the Performance Stock Units. However, to the extent the Company determines to pay a cash dividend to holders of the Shares, Grantee shall, with respect to each Performance Stock Unit, be entitled to receive a cash payment from the Company on each cash dividend payment date with respect to the Shares with a record date between the Grant Date and the settlement of such Performance Stock Unit pursuant to Section 6 hereof, such cash payment to be in an amount equal to the dividend that would have been paid on the Shares represented by such Performance Stock Unit. Cash payments on each cash dividend payment date with respect to the Shares with a record date prior to a Vesting Date shall be accrued until the Vesting Date and paid thereon (subject to the same vesting requirements as the underlying Performance Stock Units). Elections to defer receipt of the cash payments in lieu of cash dividends beyond the date of settlement provided herein may be permitted in the discretion of the Committee pursuant to procedures established by the Company in compliance with the requirements of Section 409A of the Code.

8. Right of Set-Off. By accepting these Performance Stock Units, Grantee consents to a deduction from, and set-off against, any amounts owed to Grantee that are not treated as "non-qualified deferred compensation" under Section 409A of the Code by the Company or any of its affiliates from time to time (including, but not limited to, amounts owed to Grantee as wages, severance payments or other fringe benefits) to the extent of the amounts owed by Grantee to the Company or any of its affiliates under this Agreement.

9. No Stockholder Rights. Grantee shall have no rights of a stockholder with respect to the Performance Stock Units, including, without limitation, any right to vote the Shares represented by the Performance Stock Units.

10. Withholding Tax.

(a) Generally. Grantee is liable and responsible for all taxes owed in connection with the Performance Stock Units (including taxes owed with respect to any cash payments described in Section 7 hereof), regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Performance Stock Units. The Company does not make any representation or undertaking regarding the tax treatment or the treatment of any tax withholding in connection with the grant or vesting of the Performance Stock Units or the subsequent sale of Shares issuable upon settlement of the Performance Stock Units. The Company does not commit and is under no obligation to structure the Performance Stock Units to reduce or eliminate Grantee's tax liability.

(b) Payment of Withholding Taxes. Prior to any event in connection with the Performance Stock Units (e.g., vesting or settlement) that the Company determines may result in any domestic or foreign tax withholding obligation, whether national, federal, state or local, including any employment tax obligation (the “Tax Withholding Obligation”), Grantee is required to arrange for the satisfaction of the minimum amount of such Tax Withholding Obligation in a manner acceptable to the Company.

(i) *By Share Withholding.* Unless Grantee elects to satisfy the Tax Withholding Obligation pursuant to Sections 10(b)(ii) or 10(b)(iii), Grantee’s acceptance of this Agreement constitutes Grantee’s instruction and authorization to the Company to retain on Grantee’s behalf the number of Shares from those Shares issuable to Grantee under the Award as the Company determines to be sufficient to satisfy the Tax Withholding Obligation as owed when any such obligation becomes due. The value of any Shares retained for such purposes shall be based on the Fair Market Value, as the term is defined in the Plan, of the Shares on the date of vesting of the Performance Stock Units. To the extent that the Company retains any Shares to cover the Tax Withholding Obligation, it will do so at the minimum statutory rate, but in no event shall such amount exceed the minimum required by applicable law and regulations.

(ii) *By Sale of Shares.* No later than five (5) business days prior to a Vesting Date, Grantee may instruct and authorize the Company and any brokerage firm determined acceptable to the Company for such purpose to sell on Grantee’s behalf a whole number of Shares from those Shares issuable to Grantee as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum applicable Tax Withholding Obligation. Such Shares will be sold on the day such Tax Withholding Obligation arises (e.g., a vesting date) or as soon thereafter as practicable. Grantee will be responsible for all broker’s fees and other costs of sale, and Grantee agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. To the extent the proceeds of such sale exceed Grantee’s minimum Tax Withholding Obligation, the Company agrees to pay such excess in cash to Grantee. Grantee acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy Grantee’s minimum Tax Withholding Obligation. Accordingly, Grantee agrees to pay to the Company or any Subsidiary as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by the sale of Shares described herein.

(iii) *By Check, Wire Transfer or Other Means.* No later than five (5) business days prior to a Vesting Date, Grantee may elect to satisfy Grantee’s Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation by (x) wire transfer to such account as the Company may direct, (y) delivery of a certified check payable to the Company, or (z) such other means as specified from time to time by the Administrator.

(iv) Notwithstanding anything to the contrary set forth above, the Company shall have the right to deduct from all cash payments paid pursuant to Section 7 hereof the amount of any taxes which the Company is required to withhold with respect to such payments.

11. Governing Law/Venue for Dispute Resolution. This Agreement shall be governed by the laws of the State of Delaware, without regard to principles of conflicts of law, except to the extent superseded by the laws of the United States of America. The parties agree and acknowledge that the laws of the State of Delaware bear a substantial relationship to the parties and/or this Agreement and that the Performance Stock Units and benefits granted herein would not be granted without the governance of this Agreement by the laws of the State of Delaware. In addition, all disputes relating to this Agreement shall be resolved exclusively pursuant to the terms of Section 8 of the Employment Agreement.

12. Action by the Committee. The parties agree that the interpretation of this Agreement shall rest exclusively and completely within the sole discretion of the Committee. The parties agree to be bound by the decisions of the Committee with regard to the interpretation of this Agreement and with regard to any and all matters set forth in this Agreement. The Committee may delegate its functions under this Agreement to an officer of the Company designated by the Committee (hereinafter the "designee"). In fulfilling its responsibilities hereunder, the Committee or its designee may rely upon documents, written statements of the parties or such other material as the Committee or its designee deems appropriate. The parties agree that there is no right to be heard or to appear before the Committee or its designee and that any decision of the Committee or its designee relating to this Agreement, including, without limitation, whether particular conduct constitutes Triggering Conduct, shall be final and binding unless such decision is arbitrary and capricious.

13. Prompt Acceptance of Agreement. The Performance Stock Unit award evidenced by this Agreement shall, at the discretion of the Committee, be forfeited if this Agreement is not manually executed and returned to the Company, or electronically executed by Grantee by indicating Grantee's acceptance of this Agreement in accordance with the Company's applicable acceptance procedures, within ninety (90) days after the Grant Date.

14. Electronic Delivery and Consent to Electronic Participation. The Company may, in its sole discretion, decide to deliver any documents related to the Performance Stock Unit grant under and participation in the Plan or future Performance Stock Units that may be granted under the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, including the acceptance of this Performance Stock Unit award and the execution of this Agreement through electronic signature.

15. Notices. All notices, requests, consents and other communications required or provided under this Agreement to be delivered by Grantee to the Company will be in writing and will be deemed sufficient if delivered by hand, facsimile, nationally recognized overnight courier, or certified or registered mail, return receipt requested, postage prepaid, and will be effective upon delivery to the Company at the address set forth below:

Imprimis Pharmaceuticals, Inc.  
12264 El Camino Real, Suite 350  
San Diego, CA 92130  
Attention: Chief Executive Officer  
Facsimile: 858-345-1745

All notices, requests, consents and other communications required or provided under this Agreement to be delivered by the Company to Grantee may be delivered by e-mail or in writing and will be deemed sufficient if delivered by e-mail, hand, facsimile, nationally recognized overnight courier, or certified or registered mail, return receipt requested, postage prepaid, and will be effective upon delivery to the Grantee at the address set forth on the Grantee's acceptance of this Agreement or such other address provided by the Grantee to the Company pursuant to this Section 15.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan, and the Agreement.

**IMPRIMIS PHARMACEUTICALS, INC.**

a Delaware corporation

By: /s/ Mark L. Baum

Its: Chief Executive Officer

Date: 2/1/2015

**ACCEPTANCE OF AGREEMENT**

Grantee, Andrew R. Boll, hereby: (a) acknowledges receiving a copy of the Plan, which has either been previously delivered or is provided with this Agreement, and represents that he or she is familiar with and understands all provisions of the Plan and this Agreement; and (b) voluntarily and knowingly accepts this Agreement and the Performance Stock Units granted to him under this Agreement subject to all provisions of the Plan and this Agreement, including, without limitation, the provisions in the Agreement regarding "Triggering Conduct" and "Special Forfeiture/Repayment Rules" set forth in Sections 4 and 5 of this Agreement. Grantee further acknowledges receiving a copy of the Company's most recent annual report to stockholders and other communications routinely distributed to the Company's stockholders and a copy of the Prospectus pertaining to the Plan.

*/s/ Andrew R. Boll*

Grantee's Signature

---

2/1/2015

Date

---

Address

---

City, State & Zip

---

Email Address

---

Facsimile Number

---





## IMPRIMIS PHARMACEUTICALS, INC.

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into effective as of February 1, 2015 (the "Effective Date"), by and between Imprimis Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and John P. Saharek ("Executive"). The parties hereby agree as follows:

**1. Term.** The Company hereby agrees to employ Executive, and Executive hereby agrees to be employed by the Company, upon the terms and subject to the conditions set forth in this Agreement. The initial period of Executive's employment under the terms of this Agreement shall begin as of the Effective Date and shall continue until the third anniversary of the Effective Date, unless sooner terminated in accordance with Section 5 or extended by a written instrument executed by Executive and the Company. After the end of such initial three (3)-year period, this Agreement shall automatically be renewed for successive one (1)-month periods unless either party provides to the other party written notice of non-renewal at least twenty (20) calendar days prior to the end of the then current employment period (such initial three (3)-year period and any such monthly renewal period(s), the "Term").

**2. Duties.**

**(a) Position.** Executive shall serve as the Company's Chief Commercial Officer and shall perform such duties and have such responsibilities as are customarily performed by a person holding such position and such other duties as may be determined from time to time by the Company's Chief Executive Officer and/or the Company's Board of Directors (or a committee thereof). Executive shall perform faithfully, cooperatively and diligently all of his job duties and responsibilities and agrees to and shall devote his full time, attention and effort to the business of the Company and other assignments as directed by the Company's Chief Executive Officer and/or the Company's Board of Directors (or a committee thereof). Executive will report to the Company's Chief Executive Officer.

**(b) Best Efforts.** Executive will expend his best efforts on behalf of the Company in connection with his employment and will abide by all of the Company's applicable employment policies and decisions made by Company's Board of Directors (or a committee thereof), as well as all applicable federal, state and local laws, regulations or ordinances.

**(c) Other Activities.** Except upon the prior written consent of the Company, Executive will not, during the term of this Agreement, (i) accept any other employment, or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Executive's duties and responsibilities hereunder or create a conflict of interest with the Company.

**(d) No Conflict.** Executive represents and warrants that Executive's execution of this Agreement, Executive's employment with the Company, and the performance of Executive's duties under this Agreement shall not violate any obligations Executive may have to any other employer, person or entity, including any obligations with respect to proprietary or confidential information of any other person or entity.

### 3. Compensation and Benefits.

**(a) Annual Base Salary.** As compensation for Executive's performance of his duties hereunder, the Company shall pay to Executive an initial annual base salary of Two Hundred Twenty Thousand Dollars (\$220,000), effective as of the Effective Date (the "Annual Base Salary"), payable in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions. Executive's Annual Base Salary will be reviewed from time to time and at least annually by the Company's Board of Directors (or a committee thereof), with such input as it may request from the Company's Chief Executive Officer, and otherwise in accordance with the established procedures of the Company for adjusting salaries for similarly situated employees.

**(b) Annual Cash Bonus.** Executive shall be eligible, at the sole discretion of the Board of Directors of the Company (or any committee thereof), to receive an annual cash bonus, with his target bonus set at fifty percent (50%) of his then-current Annual Base Salary (the "Annual Bonus"). The actual amount of the Annual Bonus will be determined by the Company's Board of Directors (or a committee thereof) based on Executive's achievement of Company and personal goals established by the Company. If awarded, the Annual Bonus will be paid on or before March 15 of the year following the year in which the Annual Bonus was earned.

**(c) Initial Equity Awards.** Subject to approval by the Company's Board of Directors (or a committee thereof), Executive shall be eligible to receive (i) a non-qualified stock option award for up to 90,000 shares of the Company's common stock (the "Initial Option"), and (ii) a restricted stock unit award for up to 30,000 shares of the Company's common stock (the "Initial RSU"), in each case in accordance with the Company's Amended and Restated 2007 Incentive Stock and Awards Plan (as amended, the "Plan"). The Initial Option and the Initial RSU shall be evidenced by the award agreements attached hereto as Exhibit A and Exhibit B, respectively, and shall be governed by the terms, provisions and definitions of such respective award agreements and the Plan.

**(d) Benefits.** Executive shall be eligible to participate in all of the Company's employee benefit plans as in effect from time to time and subject to the terms and conditions thereof, consistent with an employee of Executive's position.

**(e) Business Expenses.** The Company shall reimburse Executive for reasonable out-of-pocket business expenses incurred in the performance of Executive's duties hereunder, provided that such expenses are incurred for business reasons and Executive timely provides to the Company, in form and substance reasonably satisfactory to the Company, reasonable documentation evidencing such expenses.

**(f) Vacation.** Executive shall be entitled to paid vacation, personal and sick days each calendar year in accordance with the Company's applicable plans, policies and programs then in effect. Initially Executive shall be entitled to four (4) weeks of paid vacation per calendar year, subject to the Company's applicable vacation policies and practices that may be in effect from time to time (including, without limitation, any policies concerning vacation accruals and caps).

**(g) Clawback Policy.** Notwithstanding anything to the contrary in this Agreement, all incentive-based compensation payable hereunder shall be subject to any clawback policy adopted by the Company from time to time.

**4. Indemnification.** In connection with the execution of the Agreement, the Company and Executive shall enter into a customary indemnification agreement, unless the Company and Executive are already a party to such an agreement as of the Effective Date, in which case such agreement shall continue to apply for the term of Executive's Employment under the terms of this Agreement.

**5. Termination of Employment.** During the Term, Executive's employment may be terminated by either party without any breach of this Agreement only under the circumstances set forth in this Section 5. Any termination of Executive's employment during the Term of this Agreement, other than by reason of Executive's death, shall be communicated by a written notice of termination to the other party delivered in accordance with the terms of this Agreement, describing in reasonable detail the reason for such termination and specifying the effective date of such termination. Upon and after any termination of Executive's employment, all obligations of the Company under this Agreement shall cease in their entirety, except as otherwise expressly set forth herein.

**(a) Executive's Death.** Executive's employment shall terminate automatically upon Executive's death.

**(b) Executive's Disability.** If during the Term Executive becomes eligible for the Company's long-term disability benefits or the Company determines that Executive is unable to carry out the responsibilities and functions of the position held by Executive by reason of any physical or mental impairment for more than ninety (90) consecutive days or more than one hundred twenty (120) days in any twelve (12)-month period, then, to the extent permitted by law (each, a "Disability"), the Company may deliver to Executive written notice of the Company's termination of Executive's employment by reason of such Disability. In such event, Executive's employment with the Company shall terminate effective on the thirtieth (30<sup>th</sup>) day after receipt of such notice by Executive if, within such thirty (30)-day period, Executive shall not have returned to full-time performance of Executive's duties hereunder with or without a reasonable accommodation. Nothing in this Section 5(b) shall affect Executive's rights under any disability plan in which Executive is a participant.

**(c) Termination for Cause.** The Company may terminate Executive's employment for Cause at any time during the Term upon delivery of written notice thereof. For purposes of this Agreement, "Cause" shall mean: (i) Executive commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) Executive willfully engages in conduct that is in bad faith and materially injurious to the Company, including, without limitation, misappropriation of trade secrets, fraud or embezzlement; (iii) Executive commits a material breach of this Agreement, which breach is not cured within twenty (20) calendar days after written notice thereof to Executive from the Company; (iv) Executive willfully refuses to implement or follow a lawful policy or directive of the Company, which breach is not cured within twenty (20) calendar days after written notice thereof to Executive from the Company; or (v) Executive engages in misfeasance or malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally.

**(d) Termination for Good Reason.** Executive may terminate his employment with the Company for Good Reason at any time during the Term, subject to the notice and other requirements set forth in this Section 5(d). For purposes of this Agreement, “Good Reason” shall mean the occurrence of any of the following without Executive’s prior written consent: (i) a material reduction in Executive’s Annual Base Salary; (ii) the relocation of Executive to a facility or location that is more than fifty (50) miles from his primary place of employment and such relocation results in an increase in Executive’s one-way driving distance by more than fifty (50) miles; or (iii) a material and adverse change in Executive’s authority, duties, or responsibilities with the Company or a material and adverse change in Executive’s reporting relationship, in each case other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith and is cured within ten (10) business days after Executive gives the Company notice of such event, which must be given within ninety (90) calendar days after the event giving rise to the claim of Good Reason occurs Executive’s continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no event described above shall constitute Good Reason unless (A) Executive gives notice of termination to the Company specifying the condition or event relied upon for such termination within ninety (90) calendar days of the initial existence of such event, and (B) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of Executive’s notice of termination (the “Cure Period”). If the Company fails to remedy the condition or event constituting Good Reason during the applicable Cure Period, Executive’s “separation from service” (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (together with the Treasury regulations and guidance issued thereunder, the “Code”)) must occur, if at all, within ninety (90) days following such Cure Period in order for such termination as a result of such condition or event to constitute a termination for Good Reason.

**(e) Termination without Cause or without Good Reason.** The Company may terminate Executive’s employment without Cause, or Executive may terminate his employment without Good Reason, at any time during the Term upon delivery of written notice thereof not less than thirty (30) calendar days prior to the date of such termination. During such thirty (30)-calendar day notice period, Executive shall continue to diligently perform all of Executive’s duties hereunder. For purposes of this Agreement, including without limitation Section 6, a termination due to Executive’s death or Executive’s Disability shall not be deemed a termination by the Company without Cause.

**(f) Expiration of Agreement.** Executive’s employment under this Agreement shall terminate upon expiration of this Agreement as set forth in Section 1 (which, for purposes of clarity, shall include expiration in connection with the non-renewal of this Agreement). For purposes of this Agreement, including without limitation Section 6, a termination due to expiration of this Agreement shall not be deemed a termination by the Company without Cause or a termination by Executive for Good Reason.

## 6. Compensation after Termination of Employment.

**(a) Any Termination.** Upon any termination of Executive's employment under this Agreement, Executive (or such payee as Executive designates in writing or Executive's estate) shall be entitled to receive (i) any amount of Executive's Annual Base Salary for services rendered to the date of termination and any accrued but unpaid expenses required to be reimbursed under the terms of this Agreement, subject to any other rights or remedies of the Company under applicable law, and (ii) any other compensation or benefits (including retirement or deferred compensation benefits) to which Executive may be entitled at the time of termination, determined and paid in accordance with the terms of such plans, policies, and arrangements providing such compensation or benefits. Except as expressly provided in this Agreement, Executive shall have no right to receive any other compensation, or to participate in any other plan, arrangement, or benefit, with respect to future periods after any such termination.

**(b) Termination by the Company without Cause or by Executive for Good Reason Other Than in Connection with a Change of Control.** In the event that the Company terminates Executive's employment without Cause or Executive terminates his employment for Good Reason (any such termination, a "Qualifying Termination") and such termination is not in connection with a Change of Control as described in Section 6(c), subject to Section 6(e) and Executive's continued compliance with Sections 6(g), 7 and 9, Executive shall be eligible to receive from the Company continued payment of Executive's then-current Annual Base Salary for a period of six (6) months following the date of his termination ("Severance"). The Severance described herein shall be subject to required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions and paid in accordance with the Company's standard payroll practice.

**(c) Termination by the Company without Cause or by Executive for Good Reason in Connection with a Change of Control.** In the event of a Qualifying Termination on or within twelve (12) months after a Change of Control, subject to Section 6(e) and Executive's continued compliance with Sections 6(g), 7 and 9, (i) Executive shall be eligible to receive Severance from the Company as described in Section 6(b) except that (i) in lieu of the payments under clause (i) of Section 6(b), Executive shall be eligible to receive from the Company continued payment of Executive's then-current Annual Base Salary for a period of twelve (12) months following the date of his termination (and such continued payments shall be considered Severance for purposes of this Agreement), and (ii) all outstanding and unvested equity awards held by Executive as of the date of such termination shall, on the date of such termination, become fully vested and exercisable, in accordance with the terms of the award agreements governing such equity awards. For purposes of this Agreement, a "Change of Control" shall be deemed to occur if (i) a tender offer (or series of related offers) shall be made and consummated for the ownership of fifty percent (50%) or more of the outstanding voting securities of the Company, unless as a result of such tender offer more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the commencement of such offer), any employee benefit plan of the Company or its subsidiaries and their respective affiliates;

(ii) the Company shall be merged or consolidated with another corporation, unless as a result of such merger or consolidation more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its subsidiaries and their respective affiliates; (iii) the Company shall sell substantially all of its assets to another corporation that is not wholly owned by the Company, unless as a result of such sale more than fifty percent (50%) of such assets shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its subsidiaries and their respective affiliates; or (iv) a Person (as defined below) shall acquire fifty percent (50%) or more of the outstanding voting securities of the Company (whether directly, indirectly, beneficially or of record), unless as a result of such acquisition more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the first acquisition of such securities by such Person), any employee benefit plan of the Company or its subsidiaries and their respective affiliates. For purposes of determining whether a Change of Control has occurred, (A) ownership of voting securities shall take into account and shall include ownership as determined by applying the provisions of Rule 13d-3(d)(1)(i) (as in effect on the date hereof) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (B) "Person" shall have the meaning given to it in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof; provided, however, that a Person shall not include (1) the Company or any of its subsidiaries; (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries; (3) an underwriter temporarily holding securities pursuant to an offering of such securities; or (4) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportion as their ownership of stock of the Company.

**(d) Termination by Death or Disability, by the Company for Cause or by Executive without Good Reason.** Except as expressly provided in Section 6(a), Executive shall not be entitled to any Severance or any other compensation or payments if Executive's employment is terminated at any time by death or Disability, by the Company for Cause or by Executive without Good Reason.

**(e) Release.** The Company's payment of any Severance pursuant to this Section 6 shall be subject to Executive timely signing and not revoking a customary release of all claims in a form reasonably satisfactory to the Company (the "Severance Release"). To be timely, the Severance Release must become effective and irrevocable no later than sixty (60) days following the date of Executive's termination (the "Severance Release Deadline"). If the Severance Release does not become effective and irrevocable by the Severance Release Deadline, then Executive hereby forfeits any rights to the Severance set forth in this Section 6. In no event will any Severance be paid under Section 6 until the Severance Release becomes effective and irrevocable. Subject to Annex A attached hereto, payments of Severance shall commence once the Severance Release becomes effective and irrevocable and the first payment shall include any installments that otherwise would have been paid during the period commencing on the date of termination and ending on the date the Severance Release becomes effective.

**(f) Exclusive Remedy.** Executive agrees that the payments and benefits contemplated by this Section 6 (and any applicable acceleration of vesting of an equity-based award in accordance with the terms of such award in connection with the termination of Executive's employment) shall constitute the exclusive and sole remedy for any termination of Executive's employment and Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.

**(g) Executive's Obligations Upon Termination.**

**(i) Return of Property.** Executive agrees that all property (including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive's employment belongs to the Company and shall be promptly returned to the Company upon termination of Executive's employment.

**(ii) Resignation and Cooperation.** Upon termination of Executive's employment, Executive shall be deemed to have resigned from all offices and directorships then held with the Company. Following any termination of employment, Executive shall cooperate with the Company in the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees. Executive shall also cooperate with the Company in the defense of any action brought by any third party against the Company that relates to Executive's employment with the Company.

**(h) Section 280G.**

**(i)** In the event that (i) the severance and other benefits provided for in this Agreement or otherwise payable or provided to Executive but determined without regard to any additional payments required by this Section 6(h) (collectively, the "Payment") would be subject to the excise tax imposed by Section 4999 of the Code and the regulations issued thereunder (the "Excise Tax") and (ii) the value of the Payment (as determined in accordance with Section 280G of the Code and the regulations issued thereunder (collectively referred to as "Section 280G")) exceeds three (3) times Executive's "base amount" (within the meaning of Section 280G) (such three times amount referred to as Executive's "280G Threshold") by the greater of Fifty Thousand Dollars (\$50,000) or ten percent (10%) of Executive's 280G Threshold, Executive shall be paid an additional amount (the "Gross-Up Payment") such that the net amount retained by Executive after deduction of the Excise Tax, and any federal, state and local income and employment tax and excise tax imposed upon the Gross-Up Payment shall be equal to the Payment. In the event that the value of the Payment (as determined in accordance with Section 280G) does not exceed Executive's 280G Threshold by the greater of Fifty Thousand Dollars (\$50,000) or ten percent (10%) of Executive's 280G Threshold, the Payment shall be reduced to an amount equal to Executive's 280G Threshold less \$1 so that no portion of the Payment shall be subject to the Excise Tax.

(ii) Unless the Company and Executive otherwise agree in writing, any determination required under this Section 6(h) will be made in writing by a national accounting firm selected by the Company or such other person or entity to which the parties mutually agree (the "Accountants"), whose determination will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6(h) the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and Section 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 6(h). Any reduction in payments and/or benefits required by this Section 6(h) shall occur in the following order: (1) reduction of cash payments, (2) reduction of equity acceleration (full-value awards first, then stock options), and (3) reduction of other benefits paid or payable to Executive. Notwithstanding anything to the contrary herein, any such reduction shall be structured in a manner intended to comply with Section 409A. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant for Executive's equity awards. The Company shall bear all costs that the Accountants may reasonably incur in connection with any calculations contemplated by this Section 6(h).

## **7. Inventions and Proprietary Information; Prohibition on Third Party Information.**

**(a) Proprietary Information Agreement.** Executive shall sign and be bound by the terms of the Company's standard form of Employee Proprietary Information and Inventions Agreement, unless the Company and Executive are already a party to such an agreement as of the Effective Date, in which case such agreement shall continue to apply for the term of Executive's employment under the terms of this Agreement (such agreement, in either case, the "Proprietary Information Agreement").

**(b) Non-Disclosure of Third Party Information.** Executive represents, warrants and covenants that Executive shall not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others at any time, including, without limitation, any proprietary information or trade secrets of any former employer, if any; and Executive acknowledges and agrees that any violation of this provision shall be grounds for Executive's immediate termination and could subject Executive to substantial civil liabilities and criminal penalties. Executive further specifically and expressly acknowledges that no officer or other employee or representative of the Company has requested or instructed Executive to disclose or use any such third party proprietary information or trade secrets.

**8. Arbitration; Jury Trial Waiver.** Executive and the Company agree that any dispute or claim relating to or arising out of Executive's employment relationship with Company, this Agreement or the termination of Executive's employment with Company for any reason (including, without limitation, any claims of breach of contract, defamation, wrongful termination or age, sex, sexual orientation, race, color, national origin, ancestry, marital status, religious creed, physical or mental disability or medical condition or other discrimination, retaliation or harassment) shall be fully resolved by confidential, binding arbitration conducted by a single neutral arbitrator in San Diego, California through the American Arbitration Association ("AAA") pursuant to the AAA's then-current Employment Arbitration Rules. The arbitrator shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction and any judgment rendered by the arbitrator may be entered by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY SIGNING THIS AGREEMENT, EXECUTIVE AND COMPANY HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO HAVE DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT TRIED BEFORE A JUDGE OR A JURY.**



## 9. General Provisions.

**(a) Amendment.** The terms of this Agreement may be amended, or any term hereof may be waived, by a written instrument executed by the parties hereto.

**(b) Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege; and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by both parties; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

**(c) Validity.** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The parties agree that any unenforceable provision shall, to the maximum extent permitted by law, be reformed and construed in a manner that so far as possible results in the same effect, or if such provision or term is not reformable then it shall be deemed not to be a part of this Agreement.

**(d) Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives and successors, including any successor of the Company by reason of any dissolution, merger, consolidation, sale of assets or other reorganization of the Company.

**(e) Survival.** Sections 6, 7 (including the terms of the Proprietary Information Agreement that by their terms survive such termination), 8 and 9 of this Agreement shall survive any termination of Executive's employment with Company.

**(f) Notices.** All notices, consents, waivers and other communications under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt); (ii) sent by facsimile (with written confirmation of receipt); or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service; or (iv) when received by the addressee, if sent by United States first class registered or certified mail, return receipt requested and postage prepaid. Any such notices, consents, waivers or other communications shall be addressed as follows, or to such other address as either party shall have furnished to the other in writing in accordance herewith:

If to Executive:

To the address set forth on the signature page hereto

If to the Company:

Imprimis Pharmaceuticals, Inc.  
Attn: Chief Executive Officer  
12264 El Camino Real, Suite 350  
Solana Beach, California 92130

**(g) Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without reference to its conflicts of laws rules or principles.

**(h) Headings.** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

**(i) Counterparts.** This Agreement may be executed in one or more counterparts, all of which when fully executed and delivered by all parties hereto and taken together shall constitute a single agreement, binding against each of the parties.

**(j) Entire Agreement.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Executive's employment with the Company or any of the Company's affiliates and may not be contradicted by evidence of any prior or contemporaneous statements or agreements, including, without limitation, the Prior Employment Agreement and except for other agreements specifically referenced herein (including the Proprietary Information Agreement, the indemnification agreement referenced in Section 4, and the award agreements evidencing the Initial Option and the Initial RSU attached hereto as Exhibits A and B and any other agreement relating to any other equity award that has been or may in the future be granted to Executive). Without limiting the generality of the foregoing, this Agreement and the employment relationship governed hereby shall supersede and replace in its entirety the Prior Employment Agreement. Except as otherwise expressly provided herein, any subsequent change in Executive's duties, position, or compensation will not affect the validity or scope of this Agreement.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT, THAT EXECUTIVE HAS READ AND UNDERSTANDS THIS AGREEMENT IN FULL, THAT EXECUTIVE IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT EXECUTIVE HAS ENTERED INTO IT FREELY BASED ON EXECUTIVE'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first written above.

**EXECUTIVE**

*/S/ John P. Saharek*

\_\_\_\_\_  
John P. Saharek

Address:

**COMPANY**

**IMPRIMIS PHARMACEUTICALS, INC.**

By: */S/ Mark L. Baum*

\_\_\_\_\_  
Name: Mark L. Baum

Title: Chief Executive Officer

---

## ANNEX A

### SECTION 409A ADDENDUM

Notwithstanding anything to the contrary in the Agreement, no Severance pay or benefits to be paid or provided to Executive, if any, pursuant to the Agreement that, when considered together with any other Severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Executive has had a "separation from service" within the meaning of Section 409A. Similarly, no Severance payable to Executive, if any, that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has had a "separation from service" within the meaning of Section 409A. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

Any Severance payments or benefits under the Agreement that would be considered Deferred Payments will be paid or will commence on the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by the next paragraph, with the first payment including any installments that otherwise would have been paid during the period commencing on the date of termination and the date the Severance payments are permitted to commence in accordance with this Annex A.

Notwithstanding anything to the contrary in the Agreement, if Executive is a "specified Executive" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments that would otherwise have been payable within the first six (6) months following Executive's separation from service, will be paid on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service, but in no event later than seven (7) months after the date of such separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit.

Any amount paid under the Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments. Any amount paid under the Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments. For this purpose, the "Section 409A Limit" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to him during Executive's taxable year preceding his taxable year of his separation from service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the Severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to the Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

---

**EXHIBIT A**

**INITIAL OPTION AWARD AGREEMENT**

---

**EXHIBIT B**  
**INITIAL RSU AWARD AGREEMENT**

---





## **Imprimis Pharmaceuticals Announces Two Key Leadership Promotions**

*John Saharek Appointed to Chief Commercial Officer and Andrew R. Boll to Chief Financial Officer*

San Diego, CA - February 2, 2015 - Imprimis Pharmaceuticals, Inc. (NASDAQ: IMMY), a pharmaceutical company focused on the development and commercialization of proprietary compounded drug therapies, today announced that it has promoted John Saharek to Chief Commercial Officer and Andrew R. Boll to Chief Financial Officer. Mr. Saharek will be responsible for leading the company's commercial activities, including formulation portfolio management, market access, sales and marketing and customer service. Mr. Boll will continue to oversee accounting and financial reporting, investor relations, human resources and other operational departments.

"I am pleased to have promoted two individuals whose dedication and hard work have prepared our company for the exciting future we see ahead of us," stated Mark Baum, CEO of Imprimis. "John has been invaluable as we launched our ophthalmology business in April of 2014, reaching an important milestone of more than 200 Dropless Therapy™ users in less than nine months. Working with a terrific team of professionals and through his leadership, our Dropless Therapy™ ophthalmology brands and related proprietary formulations continue to gain name recognition and adoption among leading ophthalmologists in the United States. John's strong record of leadership in a variety of healthcare segments, sales management expertise, and success in launching products and market development will be highly valuable as we continue to execute our commercial strategies for the ophthalmology business, our new urology platform, and our growing ImprimisRx strategic compounding pharmacy business."

Baum added, "As our second employee, Andrew has been an integral part of our team since the inception of Imprimis. He has been instrumental in the smooth transition and integration process of our new pharmacies, including our most recent acquisition of Park Compounding at the beginning of the year. His strategic insights, strong financial acumen, fiscal astuteness and passion for our business have been instrumental in providing us with a clean balance sheet and managing our operating costs that will continue to be important as we grow the company and build value for our shareholders."

### **ABOUT IMPRIMIS PHARMACEUTICALS**

San Diego-based Imprimis Pharmaceuticals, Inc. (NASDAQ: IMMY) is a pharmaceutical company dedicated to delivering high quality and innovative medicines to physicians and patients at accessible prices. Imprimis' business is focused on its proprietary ophthalmology and urology drug formulations. The company's pioneering ophthalmology formulation portfolio is disrupting the multi-billion dollar eye drop market, addressing patient compliance issues and providing other medical and economic benefits to patients. Imprimis expects to launch its urology business in 2015, which includes a patented formulation to address patients suffering from interstitial cystitis. For more information about Imprimis, please visit the company's corporate website at [www.ImprimisPharma.com](http://www.ImprimisPharma.com); ophthalmology business website at [www.GoDropless.com](http://www.GoDropless.com); and urology business website at [www.DefeatIC.com](http://www.DefeatIC.com).

---



## SAFE HARBOR

This press release contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Any statements in this release that are not historical facts may be considered such “forward looking statements.” Forward looking statements are based on management’s current expectations and are subject to risks and uncertainties which may cause results to differ materially and adversely from the statements contained herein. Some of the potential risks and uncertainties that could cause actual results to differ from those predicted include risks and uncertainties related to Imprimis’ ability to make commercially available its compounded formulations and technologies in a timely manner or at all; physician interest in prescribing its formulations; risks related to its compounding pharmacy operations; its ability to enter into other strategic alliances, including arrangements with pharmacies, physicians and healthcare organizations for the development and distribution of its formulations; its ability to obtain intellectual property protection for its assets; its ability to accurately estimate its expenses and cash burn, and raise additional funds when necessary; risks related to research and development activities; the projected size of the potential market for its technologies and formulations; unexpected new data, safety and technical issues; regulatory and market developments impacting compounding pharmacies, outsourcing facilities and the pharmaceutical industry; competition; and market conditions. These and additional risks and uncertainties are more fully described in Imprimis’ filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q. Such documents may be read free of charge on the SEC’s web site at [www.sec.gov](http://www.sec.gov). Undue reliance should not be placed on forward-looking statements, which speak only as of the date they are made. Except as required by law, Imprimis undertakes no obligation to update any forward looking statements to reflect new information, events or circumstances after the date they are made, or to reflect the occurrence of unanticipated events.

###

Investor Contact  
Bonnie Ortega  
[bortega@imprimispharma.com](mailto:bortega@imprimispharma.com)  
858.704.4587

---

