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

FORM 10-K/A
(Amendment No. 1)

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____to_____

Commission file Number: 0-24249

[

PDI, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**22-2919486**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Morris Corporate Center 1, Building A
300 Interpace Parkway, Parsippany, NJ 07054

(Address of principal executive offices and zip code)

(862) 207-7800

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value $0.01 per share	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such short period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by checkmark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock, $0.01 par value per share, held by non-affiliates of the registrant on June 30, 2009, the last business day of the registrant's most recently completed second fiscal quarter, was $29,231,073 (based on the closing sales price of the registrant's common stock on that date). Shares of the registrant's common stock held by each officer and director and each person who owns 10% or more of the outstanding common stock of the registrant have been excluded because such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 26, 2010, 14,242,715 shares of the registrant's common stock, $0.01 par value per share, were issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the 2010 Annual Meeting of Stockholders (the Proxy Statement) are incorporated by reference in Part III hereof.

EXPLANATORY NOTE

PDI, Inc. (the "Company") is filing this Amendment No. 1 ("Amendment No. 1") to its Annual Report on Form 10-K for the fiscal year ended December 31, 2009 (the "Annual Report"), originally filed with the Securities and Exchange Commission ("SEC") on March 8, 2010, solely to attach as exhibits 10.20.1–10.20.5 (collectively, the "Exhibits") certain agreements that had previously not been filed with the SEC. Certain provisions of the Exhibits have been omitted pursuant to a confidential treatment request filed with the SEC.

Except for the foregoing, this Amendment No. 1 does not amend the Annual Report in any way and does not modify or update any disclosures contained in the Annual Report, which continues to speak as of the original date of the Annual Report. Accordingly, this Amendment No. 1 should be read in conjunction with the Annual Report and the Company's other filings filed with or furnished to the SEC subsequent to the Annual Report.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Form 10-K/A:

(3) Exhibits. See (b) below.

(b) Exhibits

Exhibit No.	Description
3.1	Certificate of Incorporation of PDI, Inc. (1)
3.2	By-Laws of PDI, Inc. (1)
3.3	Certificate of Amendment of Certificate of Incorporation of PDI, Inc. (3)
4.1	Specimen Certificate Representing the Common Stock (1)
10.1*	1998 Stock Option Plan (1)
10.2*	2000 Omnibus Incentive Compensation Plan (2)
10.3*	Executive Deferred Compensation Plan (15)
10.4*	2004 Stock Award and Incentive Plan (4)
10.5*	Form of Restricted Stock Unit Agreement for Employees (13)
10.6*	Form of Stock Appreciation Rights Agreement for Employees (13)
10.7*	Form of Restricted Stock Unit Agreement for Directors (13)
10.8*	Form of Restricted Share Agreement (15)
10.9*	Agreement between the Company and John P. Dugan (1)
10.10*	Employment Separation Agreement between the Company and Nancy Lurker (9)
10.11*	Amended and Restated Employment Agreement between the Company and Jeffrey Smith (10)
10.12*	Employment Separation Agreement between the Company and David Kerr (15)
10.13*	Employment Separation Agreement between the Company and Rich Micali (14)
10.14*	Employment Separation Agreement between the Company and Howard Drazner (14)
10.15	Saddle River Executive Centre Lease (5)
10.16	Saddle River Executive Centre 2005 Sublease (5)
10.17	Saddle River Executive Centre 2007 Sublease (8)
10.18	First Amendment to Saddle River Executive Centre 2005 Sublease (12)
10.19	Morris Corporate Center Lease (11)
10.20.1†	Amended and Restated Master Services Agreement, dated September 23, 2009, between the Company and Pfizer Inc., filed herewith.
10.20.2†	Amended and Restated Task Order No. 1 to the Master Services Agreement, effective January 1, 2010, between the Company and Pfizer Inc., filed herewith.
10.20.3†	Amendment No. 1 to Task Order No. 1, effective February 1, 2010, between the Company and Pfizer Inc., filed herewith.
10.20.4†	Amendment No. 2 to Task Order No. 1, effective June 28, 2010, between the Company and Pfizer Inc., filed herewith.
10.20.5†	Amendment No. 3 to Task Order No. 1, effective October 1, 2010, between the Company and Pfizer Inc., filed herewith.
21.1	Subsidiaries of the Registrant (13)
23.1	Consent of Ernst & Young LLP (15)

Exhibit No.	Description
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, filed herewith.

*	Denotes compensatory plan, compensation arrangement or management contract.
†	Confidential treatment has been requested with respect to certain portions of this Exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.
(1)	Filed as an exhibit to our Registration Statement on Form S-1 (File No 333-46321), and incorporated herein by reference.
(2)	Filed as an exhibit to our definitive proxy statement dated May 10, 2000, and incorporated herein by reference.
(3)	Filed as an exhibit to our Annual Report on Form 10-K for the year ended December 31, 2001, and incorporated herein by reference.
(4)	Filed as an exhibit to our definitive proxy statement dated April 28, 2004, and incorporated herein by reference.
(5)	Filed as an exhibit to our Form 10-K for the year ended December 31, 2005, and incorporated herein by reference.
(6)	Filed as an exhibit to our Form 10-Q for the quarter ended June 30, 2006, and incorporated herein by reference.
(7)	Filed as an exhibit to our Annual Report on Form 10-K for the year ended December 31, 2006, and incorporated herein by reference.
(8)	Filed as an exhibit to our Annual Report on Form 10-K for the year ended December 31, 2007, and incorporated herein by reference.
(9)	Filed as an exhibit to our Current Report on Form 8-K filed on November 18, 2008, and incorporated herein by reference.
10)	Filed as an exhibit to our Current Report on Form 8-K filed on January 7, 2009, and incorporated herein by reference.
(11)	Filed as an exhibit to our Quarterly Report on Form 10-Q filed on November 5, 2009, and incorporated herein by reference.
(12)	Filed as an exhibit to our Current Report on Form 8-K filed on December 4, 2009, and incorporated herein by reference.
(13)	Filed as an exhibit to our Annual Report on Form 10-K for the year ended December 31, 2008, and incorporated herein by reference.
(14)	Filed as an exhibit to our Current Report on Form 8-K filed on April 7, 2009, and incorporated herein by reference.
(15)	Filed as an exhibit to our Annual Report on Form 10-K filed on March 8, 2010, and incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Form 10-K/A to be signed on its behalf by the undersigned, thereunto duly authorized, on the 28th day of January, 2011.

PDI, INC.

/s/ Jeffrey E. Smith

Jeffrey E. Smith
Chief Financial Officer and Treasurer

EXHIBIT INDEX

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† Confidential treatment has been requested with respect to certain portions of this Exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

Exhibit 10.20.1

Portions of this exhibit were omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to an application for confidential treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. Such portions are marked by [***].

AMENDED AND RESTATED MASTER SERVICES AGREEMENT

This Amended and Restated Master Services Agreement ("Agreement") amends and restates the Master Services Agreement entered into as of the 19th day of June, 2007 (the "Original Agreement"), and is entered into as of the 23rd day of September, 2009 (the "Effective Date"), by and among Pfizer Inc, a Delaware corporation with a principal place of business at 235 E. 42nd Street, New York, NY 10017 ("Pfizer") and PDI, Inc., a Delaware corporation with a principal place of business at 1 Route 17 South, Saddle River, NJ 07458 ("PDI").

WHEREAS, PDI provides pharmaceutical companies with a range of services designed to help such companies achieve full commercialization of their products.

WHEREAS, Pfizer desires for PDI to provide such services, all under the terms and conditions set forth in this Agreement;

WHEREAS, on June 19, 2007, Pfizer and PDI entered into the Original Agreement; and

WHEREAS, the parties now desire to make certain amendments to the Original Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend and restate the Original Agreement in its entirety as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "**Adverse Experience**" shall mean any adverse or unexpected event in humans associated with the use of any Project Items.

1.2 **"Compensation"** shall have the meaning set forth in Section 3.

1 . 3 **"Deliverables"** shall mean those items to be delivered to Pfizer by PDI hereunder. Specific Deliverables shall be identified and defined in each applicable Task Order.

1.4 **"FDA"** shall mean the United States Food and Drug Administration.

1.5 "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated from time to time thereunder.

1.6 **"OIG"** shall mean the Office of the Inspector General of the Department of Health and Human Services.

1.7 **"Patient"** shall mean a patient participating in a program offered under a Task Order hereto.

1.8 **"Patient Data"** shall mean personal information about a Patient's health, medical insurance benefits and claims, service request forms and payment information obtained from the Patient or otherwise, including, without limitation, protected health information as defined under HIPAA and all other patient identifiable information protected under other state or federal privacy laws.

1.9 **"Project Items"** shall mean educational materials, demonstration materials, pharmaceutical products, samples, training materials, product promotional materials and supplies which Pfizer supplies to PDI in connection with the performance of Services by PDI hereunder, including, without limitation, such material and supplies set forth specifically in a Task Order.

1.10 **"Promotional Compliance"** under this Agreement shall mean a matter involving the potential violation of Federal healthcare program requirements or FDA requirements regarding product promotional activities.

1.11 **"Services"** shall have the meaning set forth in Section 2.1.

1.12 "**Task Order"** shall have the meaning set forth in Section 2.1.

2. PROVISION OF SERVICES.

2.1 Engagement. PDI shall use its skill and knowledge and make available its personnel to provide healthcare professional and patient education and other services for the benefit of Pfizer (the "Services"), in accordance with the terms and conditions set forth in this Agreement, the Task Order No. 1, dated June 19, 2007, as amended (the "Current Task Order"), and any separately negotiated and executed task orders substantially in the form of Exhibit A (or in such other form as may be agreed by the parties) which may be entered into by the parties in accordance with Section 2.2 of this Agreement (each a "Task Order"). Other than for routine administrative tasks (e.g. expense report reimbursement, fulfillment, drug and background screening), PDI shall not subcontract the performance of any of the Services without the prior written consent of Pfizer, which shall not be unreasonably withheld. PDI shall meet Pfizer's reasonable timelines for performance of the Services as set forth in the applicable Task Orders.

2.2 Task Orders. If Pfizer desires PDI to perform an assignment under this Agreement (other than the assignment described in the Current Task Order), Pfizer shall notify PDI of the same and PDI, if it is interested in accepting the assignment, shall deliver a written proposal to Pfizer substantially in the form attached hereto as Exhibit A (a "Proposal"). Each Proposal for an assignment shall set forth a specific description of the results to be achieved by the assignment, the names of personnel at PDI responsible for completion or management of the assignment, any Deliverables and a timetable for completion of the assignment. In addition, each Proposal shall set forth all of the charges for the assignment and an estimate of reimbursable out-of-pocket expenses, if any, to be incurred by PDI in connection with the assignment. Each Task Order shall refer to this Agreement and shall be incorporated by reference hereto and become a part hereof. If the Proposal is accepted by Pfizer, Pfizer shall issue a Purchase Order with the Proposal attached, and the Proposal shall be deemed a binding Task Order under this Agreement. PDI shall not initiate work, order work or incur expenses chargeable to Pfizer for an assignment unless PDI has provided a written Proposal and received a signed Purchase Order for the assignment from Pfizer.

2 . 3 Changes to Services. Any Services to be performed pursuant to a Task Order hereunder may be changed or modified effective [***] written notice to PDI by Pfizer (a "Task Order Modification"). In the event of any such Task Order Modification, or if PDI receives technical direction from Pfizer that is reasonably viewed by PDI as a Task Order Modification, PDI shall notify Pfizer of the Task Order Modification and the anticipated cost impact of that Task Order Modification; provided, however, that any proposed Task Order Modification that would result in a decrease in (i) Compensation under the applicable Task Order or (ii) the number of PDI personnel providing Services under such Task Order, in each case by [***] shall require the mutual written agreement of the parties hereto. Such notice shall be provided to Pfizer, in electronic or hard copy format, [***] the receipt of notice of the Task Order Modification from Pfizer, the technical direction, or from the time of discovery of a Task Order Modification. The parties agree to negotiate in good faith any adjustments to the Compensation provided in the applicable Task Order that may be necessitated by a Task Order Modification. PDI shall not proceed with the change outlined in a Task Order Modification until such modification and adjustments to PDI's Compensation have been agreed upon in writing by the parties. Pfizer will be required to pay for all work performed on a project in accordance with the terms of each signed Task Order and Task Order Modification up and to the time of termination of the applicable Task Order or the Agreement.

2.4 Approval of Written Materials. All written materials which PDI intends to distribute to any third parties, including, without limitation, Patients or healthcare practitioners in connection with or relating to the performance of Services hereunder must be either provided by Pfizer or pre-approved by Pfizer in writing.

2.5 Relationship to Pfizer/Independent Contractor. PDI is being engaged as an independent contractor to Pfizer, and the parties shall have no other legal relationship under or in connection with this Agreement. As such, employees of PDI performing Services hereunder shall not be, and shall not be considered to be, employees of Pfizer for any purpose. Neither party shall have any responsibility for the hiring, termination, compensation, benefits, payment of overtime or other conditions of employment of the other party's employees. Additionally, PDI shall require all of its sales field personnel (e.g., sales representatives, district managers, regional managers, and national account directors) assigned to perform Services to sign the "Acknowledgement of Temporary Services and Confidentiality Obligations" included as Exhibit B.

2.6 PDI Personnel Qualifications. Each person who provides the Services shall have and continue to maintain, throughout the term of this Agreement, all applicable professional licenses and certifications required by applicable federal and state laws and by the professional boards and bodies having authority over them with respect to the provision of Services by such person hereunder. The Services shall be performed by persons whom PDI has determined are qualified to perform such services. Screening of candidates shall be done in accordance with PDI's standard process. Unless otherwise agreed to in writing, offers will be extended to candidates contingent upon successful completion of background investigation consistent with current PDI practices which shall including, without limitation, validation of work and education history as well as completion of drug screen designed to detect the presence of illegal drugs. In addition, PDI shall not use any person in any capacity in connection with the performance of the Services who has been debarred by the FDA or other government agencies or authorities.

2.7 Selection of PDI Personnel. PDI shall have sole discretion over the management and oversight of its personnel providing Services. No selection of or change in regional managers, district managers, other PDI sales field personnel holding comparable or greater responsibility directly providing Services (collectively, the "Key Personnel") shall be effected by PDI without prior consultation with Pfizer, and PDI agrees not to reassign those persons to any other projects without first consulting with Pfizer. However, Pfizer acknowledges and agrees that PDI's Key Personnel may need to be replaced due to promotion, death, illness, resignation, maternity leave, disability or termination. In the event these circumstances occur and Key Personnel need to be replaced, PDI shall notify Pfizer reasonably in advance and shall submit sufficient detail to Pfizer to evaluate any proposed replacements. Pfizer has the right to review information regarding such replacements and to consult with PDI on the selection of any replacements for Key Personnel.

2.8 Supervision and Conduct of PDI Personnel. Neither PDI nor PDI's employees, subcontractors or other agents of PDI are or shall be deemed to be employees of Pfizer. PDI shall be responsible for its own staff assigned to provide Services under this Agreement and any Task Order and, subject to this Section 2.8, PDI shall have the sole right to direct and control the management of such staff. PDI shall: (a) determine and pay all applicable wages and salaries, including applicable overtime and other premium pay; (b) provide welfare and retirement benefits, as it deems necessary or desirable; (c) comply with applicable tax laws, including income tax and employment tax withholding laws; (d) comply with all applicable laws governing the relationship between PDI and its employees, including laws relating to accommodation of disabilities, equal pay, provision of leave (*e.g.*, jury duty, etc.), unlawful discrimination, as well as wage and hour law requirements; (e) comply with all applicable workers' compensation insurance coverage laws; (f) file all applicable reports with central or local governmental agencies and authorities as required by law; (g) maintain all required employment records, including personnel and medical files consistent with applicable law and customary business practices; (h) manage the performance of its employees consistent with its policies and practices, and (i) comply with all applicable equal employment opportunity laws.

2.9 Compliance with Pfizer Policies and Corporate Integrity Agreement ("Pfizer CIA") and Related Obligations. Pfizer entered into a Corporate Integrity Agreement (" Pfizer CIA") with the OIG, dated August 31, 2009, to promote compliance. Under the Pfizer CIA, Pfizer contractors and agents are deemed "Covered Persons" (as defined in the Pfizer CIA). Therefore, PDI personnel that provide Services are deemed Covered Persons under the Pfizer CIA and must satisfy certain obligations as Covered Persons. PDI shall comply with any reasonable requirements under any future settlement agreements, CIAs, consent decrees, deferred prosecution agreements, and/or any other similar compliance agreements required by Pfizer; provided that in the event compliance with any such compliance agreements requires PDI to incur additional expenses, PDI shall be entitled to invoice Pfizer for reimbursement of such expenses. To ensure such compliance, Pfizer and PDI shall execute an addendum (the "Addendum"), titled Compliance with Corporate Integrity Agreement and Related Obligations, substantially in the form attached hereto, and upon such execution such Addendum, and Exhibits A through D to such Addendum, shall be incorporated herein and, to the extent applicable, PDI shall be bound thereby. References in the Addendum to "Contractor" shall be understood to be references to PDI.

3. COMPENSATION.

3.1 Fees and Expenses. In full and complete compensation for all Services provided by PDI and for all obligations assumed by PDI hereunder, Pfizer shall pay to PDI the fees, expenses and other amounts set forth in the Task Orders (the "Compensation"). All reasonable out-of-pocket expenses, including but not limited to travel to Pfizer's POA meetings, shall be paid by Pfizer at cost without mark-up. Upon receipt of documentation for expenditures in accordance with Pfizer's business and entertainment policies and procedures (written copies of which shall be provided to PDI), Pfizer shall

reimburse PDI at actual costs for reasonable out-of-pocket expenses incurred in performing services under this Agreement and set forth in a Task Order. Except to the extent expressly stated otherwise in this Agreement, Pfizer shall pay the Compensation when due, and such Compensation shall be inclusive of all local, municipal, state, and Federal sales and use taxes, excise taxes, taxes on personal property owned by PDI, duties, and all other governmental fees and taxes or charges of whatever nature applicable to the performance of the Services. The parties hereby acknowledge and agree that the Compensation hereunder is based solely on the fair market value of the Services provided by PDI and shall not be based upon the volume or value of any business generated between Pfizer and PDI with respect to Pfizer's products.

3.2 Invoices and Payment. PDI shall issue invoices to Pfizer for payment and reimbursement of fees and expenses as set forth in the Task Orders. Unless otherwise specifically stated in a Task Order, from time to time, but no less frequently than once each month, PDI will submit a statement setting forth the services performed and expenses incurred during the period covered with respect to each active assignment. Unless otherwise set forth in a Task Order, Pfizer will pay undisputed invoiced amounts [***]. If any fees or other amounts are described in a Task Order as estimates (except for pass-through expenses), the actual fees or other amounts charged shall [***] without Pfizer's prior written approval; provided however that if the actual fees or other amounts charged exceed the aggregate amount of the Task Order, then the prior written approval of Pfizer shall be required. In the event that estimated charges have been advanced to PDI and actual charges are less than the estimates, PDI will reimburse the difference between the estimated and actual costs [***] following completion of the Services involved or, with Pfizer's consent, may offset such amounts against the next payment due from Pfizer.

4. **RECORDS; REPORTS; AUDITS; REGULATORY INQUIRIES.**

4.1 Records. PDI shall at all times during the term of this Agreement keep and maintain complete and accurate records relating to the Services provided under this Agreement, including but not limited to Project Items and records of those employees providing Services under this Agreement and the period during which they provided such Services; provided that any records relating to Pfizer product samples shall be maintained for the period required by the Prescription Drug Marketing Act of 1987, as amended.

4.2 Reports. PDI shall provide Pfizer with mutually agreed upon reports from time to time at the request of Pfizer. The reports shall contain mutually agreed upon information reasonably requested by Pfizer. PDI shall promptly notify Pfizer if it receives any information that relates, refers or pertains to the following:

(a) an Adverse Experience;

(b) a technical complaint relating to any Project Item;

(c) any report of any other problem involving any Project Item (e.g., contamination, discoloration, improper labeling, adulteration, etc.); or

(d) the initiation of any claim, lawsuit or other proceeding against PDI that relates to the Services provided hereunder or any Project Item.

4.3 Audit. During the term of this Agreement and for a period of one (1) year thereafter (but not more than twice in any calendar year), upon reasonable prior notice and during normal business hours,

Pfizer shall be entitled, at its sole cost and expense, to audit the following: (a) books and records of PDI, which are maintained by PDI in connection with the Services provided under this Agreement; and (b) compliance with relevant laws and policies. In additon, upon reasonable notice, Pfizer shall have the right to inspect PDI's facility, during normal business hours, upon reasonable prior notice.

4 . 4 Regulatory or Other External Governmental Inquiries. Upon any request for information to PDI relating to Pfizer (or to Pfizer relating to PDI) from a regulatory or other governmental authority, PDI shall notify Pfizer within two (2) business days after receipt of such request and shall permit representatives of Pfizer to assist and support PDI in the preparation of a response.

5. NO ADDITIONAL COMPENSATION; SALES PROHIBITED; EXCLUSIVITY AND NON-COMPETE.

5.1 No Additional Compensation. Except for the compensation set forth in the Task Orders hereunder, PDI acknowledges and agrees that it is entitled to receive no other amounts (including, without limitation, reimbursement for the cost of shipping Project Items) from Pfizer or any other party under this Agreement, including, without limitation, payments from Medicare, Medicaid or other government program, or any third party insurer, for Project Items or Services. PDI shall not, under any circumstances, submit any invoice or charges to any Patient, Medicare, Medicaid or other government program, insurer or any other person for payment with respect to Project Items or Services provided under this Agreement.

5.2 Sales Prohibited. PDI is strictly prohibited from selling Project Items to any person under any circumstances.

5 . 3 No Conflicts. PDI represents and warrants that it has no prior commitments or agreements with any other party which might interfere with, or preclude the carrying out of, its obligations under this Agreement. To avoid potential conflicts of interest and in addition to all confidentiality obligations contained herein, during the term of the applicable Task Order and for a period of [***] following termination or expiration of the applicable Task Order, PDI [***]. For purposes of this Section 5.3, a "Competing Product" shall be defined as [***].

6. CONFIDENTIALITY

6 . 1 Confidentiality of Agreement. The terms and conditions of the Agreement are confidential and shall not be disclosed to anyone for any purpose without the prior written consent of the other party unless otherwise required by applicable law. PDI and Pfizer will take such steps as may be reasonably necessary to prevent the disclosure or use of any Confidential Information, as defined below, by their principals, officers, employees, agents, contractors or subcontractors except as provided herein.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

6.2 Confidentiality of Information.

(a) In connection with the Services provided by PDI under any Task Order, Pfizer and PDI may be furnished or given access to knowledge, information, data, databases, and documents which are confidential and proprietary to the other party, i.e., information not in the public domain ("Confidential Information"). Pfizer and PDI agree that the receiving party will protect the Confidential Information of the furnishing party with the same degree of care as the receiving party employs for the protection of its own trade secrets and confidential information. Pfizer and PDI shall limit disclosure of the other party's Confidential Information to only those of their respective officers, representatives, agents, and employees who are directly concerned with the performance of this Agreement and have a legitimate need to know such Confidential Information. These restrictions shall not apply to Confidential Information which: (i) is or becomes public knowledge (through no fault of the receiving party); (ii) is made lawfully available to the receiving party by an independent third party; (iii) is already in the receiving party's possession at the time of receipt from the disclosing party (and such prior possession can be properly demonstrated by the receiving party); (iv) is independently developed by the receiving party and/or its affiliates (and such independent development can be properly demonstrated by the receiving party); or (v) is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving party; provided, however, if reasonably possible, such receiving party gives the disclosing party sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information and, thereafter, the receiving party discloses only the minimum Confidential Information required to be disclosed in order to comply.

(b) Consistent with Section 6.2(a), PDI will not, and will cause each of its employees, agents or subcontractors not to either during or after the term of this Agreement: (i) disclose any Pfizer confidential information to any third party or to any employee, agent or sub-contractor of PDI other than on a "need to know" basis; or (ii) use Pfizer confidential information other than in the performance of this Agreement. PDI will take all precautions reasonably necessary to safeguard Pfizer's confidential information, including requiring that any and all (A) employees of PDI who provide Services to first sign PDI's standard form of confidentiality agreement, a form of which is attached to Exhibit C to this Agreement and (B) agents or subcontractors of PDI who provide Services be obligated in writing to maintain the confidentiality of such information.

6.3 Return of Confidential Information. Upon cessation of the Services under any authorized Task Order, or at any time upon the request of the disclosing party, the receiving party shall promptly return to the disclosing party all copies of the Confidential Information relating to such Task Order. Alternatively, the disclosing party may specify that the receiving party shall destroy specified items of Confidential Information, which the receiving party shall do forthwith, thereafter sending the disclosing party a signed certification of destruction covering the specified items. Any items not specifically requested by the disclosing party for return or destruction will be retained by the receiving party for a period of three (3) years or longer if required by applicable law, following completion of each Task Order, at which time the receiving party may dispose of the items in a confidential manner.

6.4 Injunctive Relief. PDI and Pfizer acknowledge that the unauthorized use or disclosure of Confidential Information may give rise to irreparable injury to the other party and that injury may not be adequately compensated by damages; that the promises contained in the Agreement have been given for the benefit of both parties and that accordingly the disclosing party may seek and obtain injunctive relief against the receiving party or any individual furnished by the receiving party hereunder to prevent the breach or threatened breach of any promise made in this Agreement in addition to any other legal

remedies which may be available to both parties. The obligations of both parties stated in this paragraph shall remain in full force and in effect after termination of this Agreement.

6.5 Release of Information; Publication. Neither party shall cause or permit the oral or written release of any statement, advertisement, promotional material, information or publicity referring to the other party without such party's prior written approval unless otherwise required by applicable law.

6.6 Patient Data. Pfizer and PDI shall maintain the security and confidentiality of all Patient Data, in accordance with all applicable agreements, state and Federal laws, patient release forms, and the provisions of this Agreement. In furtherance of the foregoing, each party covenants, represents and warrants that (a) any Patient Information that is acquired will be used and disclosed only (i) as permitted under HIPAA and other laws, as applicable, and (ii) as Pfizer lawfully authorizes and directs; and (b) Patient Information will be stored, secured and transmitted in compliance with the lawful instructions of Pfizer and in compliance with their respective privacy policies. Each of PDI, on one hand, and Pfizer on the other hand, shall indemnify, defend, and hold harmless the other from any claims, penalties, liabilities, losses, damages, settlements, or costs which may arise from its' use or disclosure of Patient Information in violation of this Section 6.6. To the extent necessary for PDI to perform the Services, Pfizer and PDI shall develop jointly one or more patient release forms satisfactory to both parties to be used by PDI in performing the Services to permit the sharing of Patient Data among the parties.

7. OWNERSHIP.

7.1 Pfizer Ownership**.** All rights in and to all Deliverables, Patient Data, other data, phone numbers, patient training materials, guide books, patient communications, brochures, databases, forms, evaluation and survey forms, information, reports, works, inventions, program materials, know-how, and other work product, whether patentable or not, authored, made, developed, devised, conceived or first reduced to practice by PDI or developed jointly with Pfizer in the course of or as a result of performing Services hereunder (the "Service Information") shall be considered to be work made for hire and shall be and shall remain the sole and exclusive royalty-free property of Pfizer, or such other party as Pfizer may designate, as the case may be, shall be deemed Confidential Information of Pfizer subject to the confidentiality and non-use obligations herein, and shall remain free of any claim of PDI or any person deriving any rights or interest from PDI. PDI hereby assigns to Pfizer all right, title and interest in and to the Service Information. Pfizer shall also have all rights in and to any "800" numbers established by PDI in connection with Services hereunder, and the parties will take all actions necessary so that any such "800" number will be registered with Pfizer following the termination of this Agreement for any reason. At the request of Pfizer, and at Pfizer's sole cost and expense, PDI shall sign and deliver to Pfizer all writings and do all such things as may be reasonably required to vest in Pfizer or such other party as its absolute and exclusive property the entire right, title and interest in and to all Service Information. PDI shall not be entitled to any further compensation or consideration for performance of the obligations under this Section.

7.2 Base Expertise**.** Notwithstanding the foregoing Section 7.1 hereof, Pfizer acknowledges that PDI's ability to perform services is dependent on PDI's past experience in providing similar service to others, and that PDI expects to continue such work in the future. Pfizer acknowledges that PDI retains and is not conveying to Pfizer its know-how, techniques, forms, documents, computer systems, methods of business or operation or expertise relating to its business or services that it provides ("Base Expertise") or, unless otherwise provided in any Task Order or Proposal, licenses to third party software. PDI retains all right, title and interest in and to its Base Expertise, including improvements thereto developed by it in the course of providing services and products to Pfizer.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence as of the date first written above and remain in effect through the second anniversary of the Effective Date unless earlier terminated in accordance with its terms.

8.2 Termination. This Agreement may be terminated as follows:

(a) *Default*. By PDI on one hand, and by Pfizer on the other hand, if the other party defaults in the performance of any material obligation of this Agreement, by providing such other parties thirty (30) days' prior written notice specifying the nature of the default. Such notice shall not be effective and this Agreement shall not terminate if the defaulting party cures the default within the thirty-day period.

(b) *Bankruptcy/Insolvency*. By any of the parties, on ten (10) days' notice to the other parties, if any of such other parties makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property or a proceeding is commenced against it which will substantially impair its ability to perform hereunder.

(c) *Without Cause*. At any time by Pfizer [***] written notice to PDI. Pfizer may, in addition, terminate any Task Order in whole or in part [***] (or a different period of time as set forth in the applicable Task Order) at any time during performance without terminating this Agreement.

8.3 Termination.

(a) Upon receipt by PDI of notice of termination of the Agreement or termination of a Task Order, in accordance with Section 8.2(a) or 8.2(b), PDI shall immediately cease performance in accordance with the notice of termination and shall take all reasonable steps to minimize costs and expenses relating to such termination in accordance with the notice of termination. Pfizer shall pay for all Services performed in accordance with this Agreement through the date of termination of this Agreement or any Task Order.

(b) Upon receipt by PDI of notice of termination of the Agreement or termination of an Task Order in accordance with Section 8.2(c), PDI shall immediately cease performance in accordance with the notice of termination and shall take all reasonable steps to minimize costs and expenses relating to such termination in accordance with the notice of termination, but shall not be obligated to remove any personnel dedicated full-time to providing Services ("Project Personnel") unless mutually agreed to during the [***] notice period. Pfizer shall pay for all Services performed and for Project Personnel performing Services in accordance with this Agreement through the date of termination of this Agreement or any assignment. In addition, Pfizer will be responsible for all costs reasonably incurred by PDI in connection with the early termination of the Services, including, without limitation, expenses incurred in connection with any final close-out and product sample transfers and the return or destruction of any product promotional materials and training materials. For clarity sake, PDI shall be solely responsible for paying any employee benefits, which benefits include but are not limited to separation costs that may arise due to the termination of the Agreement.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

8.4 Effect of Termination.

(a) *Return of Confidential Information and Other Materials*. Following expiration or termination of this Agreement, each party shall return (or destroyed if so requested by the disclosing party under Section 6.3) all tangible copies of the other's Confidential Information. Without limiting the foregoing, PDI shall deliver to Pfizer all Deliverables, Patient Data, Service Materials and all other materials in PDI's possession or control belonging to Pfizer, prepared by PDI or otherwise acquired by PDI in connection with the performance of Services hereunder.

(b) *Transition Assistance*. Following expiration or termination of this Agreement or any Services in whole or in part and subject to Pfizer's obligation to protect the Confidential Information of PDI in accordance with this Agreement, PDI shall assist Pfizer by performing all reasonably requested tasks in the decommissioning and transitioning of the applicable Services to Pfizer or Pfizer's designee to ensure a smooth transition and uninterrupted provision of the Services. Such tasks may include, but shall not be limited to, continuation of applicable Services pursuant to the terms of the Agreement for up to one hundred eighty (180) days and the referral to Pfizer or its designee of all inquiries relating to Pfizer, the applicable Services and the applicable Project Items.

(c) *Patients*. Following expiration or termination of this Agreement or any Services in whole or in part, PDI will, at the request of Pfizer, notify all individuals who received the applicable Services from PDI at any time that it will not provide the applicable Services. PDI will provide such other information to Patients, at the expense of Pfizer, as requested by Pfizer.

(d) *Final Invoice.* Following expiration or termination of this Agreement, PDI shall invoice Pfizer for any payments due under this Agreement through the date of termination of this Agreement, and Pfizer shall pay such invoices in accordance with Section 3.2 hereof.

8.5 Survival. Neither party shall be relieved of any obligation or liability that has accrued prior to the date of expiration or termination. Any provisions of this Agreement creating obligations that by their terms extend beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for the termination. Without limiting the generality of the foregoing, the obligations of the parties under Sections 3.1, 4.3, 4.4, 6, 7, 8, 10 and 12, and Pfizer's rights under the Addendum, to the extent required for Pfizer to comply with applicable laws, shall survive any expiration or termination hereof.

9. WARRANTY; LIMITATION OF LIABILITY.

9.1 PDI Warranties. PDI covenants, represents and warrants to Pfizer as follows:

(a) PDI has the full and sufficient right and authority to enter into this Agreement.

(b) All necessary corporate proceedings have been taken to authorize the transactions contemplated by this Agreement.

(c) PDI is under no contract, agreement or any other restriction that will, in any manner, impede or prevent it from performing its obligations under this Agreement or that would conflict with PDI's obligations under this Agreement.

(d) All Services shall be provided in a professional and workmanlike manner, consistent with standards for the industry.

The Services and Deliverables will comply in all material respects with the descriptions thereof and the representations relating thereto (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Current Task Order and in each Task Order executed by the parties and PDI will use commercially reasonable efforts to perform the Services on time.

(e) PDI will maintain on a current basis all material licenses, certifications, permits and authorizations required by all applicable laws, rules and regulations and will comply with all applicable laws, rules, regulations and guidances.

(f) The Services and the use, reproduction and distribution of any Deliverable will not violate or in any way infringe upon the rights of third parties, including patient, property, contractual, employment, confidentiality, trademarks, trade secrets, copyright, patent, proprietary information, and non-disclosure rights.

(g) PDI shall implement physical and technological measures to prevent Confidential Information of Pfizer, including Patient Data, from being disclosed to or accessed by third parties.

(h) Any computer systems used in connection with the Services shall operate substantially in accordance with any descriptions or specifications set forth in this Agreement, any Task Order or otherwise published by PDI. PDI shall use commercially reasonable technical measures to detect and eliminate computer viruses and other destructive code introduced to any computer systems used in connection with the Services. PDI shall, at its own expense, use commercially reasonable efforts to correct any reproducible error in any computer systems used in connection with the Services reported to PDI by Pfizer during the term of this Agreement. PDI will use commercially reasonable efforts to ensure that such computer systems are available without interruption, except for any scheduled down time needed to maintain the effective operation of such systems and when interruptions are caused by conditions outside of PDI's reasonable control. If such systems are unavailable for any reason, PDI shall promptly notify Pfizer.

(i) PDI shall make no representation, guarantee or warranty about any Pfizer product or any other Project Item, whether orally or in writing, except as contained in written materials delivered to PDI by Pfizer for use in connection with the Services.

(j) PDI owns and possesses all right, title and interest in and to, or has valid licenses to use all of the proprietary rights necessary to perform its obligations under this Agreement.

(k) All third parties who provide services on behalf of PDI in connection with the delivery of Services by PDI hereunder will comply in all material respects with the terms and conditions of this Agreement.

(l) PDI is not debarred under subsections 306(a) or (b) of the Federal Food, Drug, and Cosmetic Act, as amended, and has not and will not use in any capacity the services of any person or entity debarred under any such law with respect to Services to be performed under this Agreement and any associated Task Order.

(m) Except as specifically set forth in Section 5.3 hereof or in a Task Order, nothing in this Agreement shall in any way restrict or limit the commercial activities that PDI can undertake during the term of this Agreement and thereafter.

PDI personnel, contractors and agents providing Services have been screened against the OIG "List of Excluded Individuals/Entities" and from the General Service Administration's "List of Parties Excluded from Federal Programs" and PDI will not use in any capacity the services of any person included in such lists. PDI shall certify on an annual basis, no later than May 1st of each year under this contract, that such screening has taken place and that PDI is not using any such excluded individual or entity under this provision.

(n) PDI shall comply with all applicable state and federal laws.

9.2 Pfizer Warranties. Pfizer covenants, represents and warrants to PDI as follows:

(a) It has the full and sufficient right and authority to enter into this Agreement.

(b) All necessary corporate proceedings have been taken to authorize the transactions contemplated by this Agreement.

(c) It is under no contract, agreement or any other restriction that will, in any manner, impede or prevent it from performing its obligations under this Agreement or that would conflict with its obligations under this Agreement.

(d) It shall maintain on a current basis all material licenses, certifications, permits and authorizations required by all applicable laws, rules and regulations and will comply with all applicable laws, rules, regulations and guidances.

(e) The Project Items and other materials provided to PDI for use in providing the Services (i) do not and will not violate or in any way infringe upon the rights of third parties, including patient, property, contractual, employment, confidentiality, trademarks, trade secrets, copyright, patent, proprietary information, and non-disclosure rights and (ii) do not and will not violate any other applicable laws, rules and regulations.

(f) It shall implement physical and technological measures to prevent Confidential Information of PDI or Pfizer, including Patient Data, from being disclosed to or accessed by third parties.

(g) Pfizer is not debarred under subsections 306(a) or (b) of the Federal Food, Drug, and Cosmetic Act, as amended, and has not and will not use in any capacity the services of any person or entity debarred under any such law with respect to Services to be performed under this Agreement and any associated Task Order.

9 . 3 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4 Limitation of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, HOWEVER CAUSED AND ON ANY LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION.

10.1 Subject to the extent of any indemnification from Pfizer pursuant to Section 10.2 hereof, PDI shall defend, indemnify and hold Pfizer, its Affiliates, directors, officers, employees and agents harmless from and against any and all claims, suits, actions, damages, assessments, interest charges, penalties, costs or expenses, including reasonable attorney's fees (collectively, the "Indemnified Amounts,") arising out of (a) the material breach by PDI of any of its representations, warranties, covenants or other agreements under this Agreement, including, without limitation, PDI's failure to comply with its obligations pertaining to compensation of its sales representatives providing Services or employee separation and any tax liability arising therefrom, (b) a grossly negligent or willful act or omission on the part of PDI, (c) any federal or state claims or assessment for nonpayment or late payment by PDI of any tax or contribution based on compensation or other benefits owed to any sales representative providing Services, including, without limitation a claim or assessment that Pfizer should have withheld any amounts related thereto, (d) any violation by PDI's personnel providing Services of any applicable laws, including but not limited to the off-label promotion of pharmaceutical products, or (e) the hiring, termination, compensation, benefits, payment of overtime or any other conditions of employment of PDI personnel providing Services.

10.2 Subject to the extent of any indemnification from PDI pursuant to Section 10.1 hereof, Pfizer shall defend, indemnify and hold PDI, its Affiliates, directors, officers, employees and agents harmless from and against any and all claims, suits, actions, damages, assessments, interest charges, penalties, costs or expenses including reasonable attorneys' fees (collectively, the "Indemnified Amounts,") arising out of (a) the material breach by Pfizer of any of its representations, warranties, covenants or other agreements under this Agreement, (b) a grossly negligent or willful act or omission on the part of Pfizer, (c) the manufacture, use, or sale of any Pfizer Product covered in this Agreement or a manufacturing design or defect of such product(s) or a claim arising out of Pfizer's failure to warn ("Product Liability"); provided, however, that Pfizer shall not be obligated to indemnify PDI for representations made by PDI concerning Pfizer product(s) that are different from the information for said product(s) contained in the product promotional materials or training materials provided by Pfizer to PDI; (d) any Project Items or other marketing materials provided by Pfizer to PDI; (e) any claims by any third party that PDI's promotion of any of Pfizer's pharmaceutical products pursuant to this Agreement, or the manufacture, sale or other designation of such pharmaceutical products, infringes or violates any license, patent, copyright, trademark or other intellectual property right of that third party or (f) requests by Pfizer or by third parties (in connection with a claim against Pfizer) pursuant to a subpoena or court order for the production by PDI of documents, electronic documents or computer hard drives relating to the Services or to interview, depose and/or elicit testimony from PDI employees, including sales representatives and managers providing Services.

10.3 A party (the "Indemnitee") which intends to seek indemnification under this Section 10 shall notify the other party (the "Indemnitor") in writing of any action, claim or liability in respect of which the Indemnitee or any of its employees or agents intend to claim such indemnification within such time so that the Indemnitor's ability and rights to defend or settle such claim or action are not prejudiced. The Indemnitor shall indemnify the Indemnitee for its defense and/or representation with respect to the claim. In the event such a defense and/or representation is required, the Indemnitor agrees that it will immediately confer with the Indemnitee in order to reach an agreement on the terms and conditions of any such defense (the "Defense Agreement"). Such agreement shall include, but not be limited to: (i) the choice of counsel, which must be acceptable to the Indemnitee; (ii) the defense strategy to be undertaken; (iii) settlement strategies and issues; (iv) manner and method of document productions; (v) presentation and representation of the Indemnitee's employees as witnesses; (vi) the retention of consultants and expert witnesses; and (vii) trial and appellate strategy. The Indemnitor shall not settle any third party claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. Any such settlement shall, unless the Indemnitee agrees in writing to the contrary, be conditioned on: (i) dismissal with prejudice of all claims pending or which may be brought in the future against the Indemnitee; (ii) an express provision that there is no admission or acknowledgement of

liability on the part of the Indemnitee; and (iii) an express provision that the terms of any such settlement be treated as confidential. If the Indemnitor is unable to settle any such claims on behalf of the Indemnitee in this manner, then the Indemnitor shall continue to fully defend and indemnify the Indemnitee pursuant to the terms of this Agreement and the Defense Agreement. The Indemnitee, its employees, and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action, claims or liability covered by this indemnification. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense.

10.4 Notwithstanding anything in this Agreement to the contrary, neither party, nor their respective Affiliates, directors, officers, employees or agents shall have any liability to the other for any special, incidental, indirect or consequential damages, including, without limitation the loss of opportunity, use, revenue or profit, in connection with or arising out of this Agreement, or the services performed by the other party hereunder, even if such damages were foreseeable.

11. INSURANCE.

11.1 During the term of this Agreement and for so long as PDI is performing services hereunder, PDI shall maintain insurance coverage as follows:

Policy	**Limited**	**Coverage**
Commercial General Liability	$1,000,000 per occurrence $3,000,000 general aggregate	Covering bodily injury, personal injury, property damage, including without limitation, all contractual liability for such injury or damage assumed by PDI under this Agreement.
Worker's Compensation	Statutory	In accordance with all federal, state, and local requirements.
Employers Liability	$100,000 each accident $100,000 disease/policy limit $100,000 disease/each employee	Covering bodily injury by accident or disease (including death).
Umbrella Liability	$5,000,000 combined single limit per occurrence/aggregate	
Errors and Omissions Liability	$2,000,000	
Professional liability	$1,000,000 per occurrence $3,000,000 aggregate	Malpractice claims covering the PDI team members individually.
Automobile	$1,000,000 per occurrence	
During the term of this Agreement and for so long as PDI is performing services hereunder, Pfizer shall maintain, directly or through its affiliates, its own insurance coverage as follows:Product Liability	$50,000,000 per occurrence	

rovided, however, that all insurance amount may be obtained by (i) full, individual primary policy amount; (ii) a primary amount of less than minimum requirement enhanced by a blanket excess umbrella policy; (iii) self-insurance or (iv) a combination of the foregoing.

11.2 Pfizer and its directors, officers, employees, agents, subsidiaries and affiliates shall be named as additional insured under the following such policies of insurance obtained by PDI: commercial general liability, umbrella liability and automobile. PDI and its directors, officers, employees, agents, subsidiaries and affiliates shall be named as additional insured under Pfizer's product liability insurance policy. All of the foregoing policies shall be issued by a recognized insurer rated "A-"or better by a recognized and reputable rating agency. These insurance provisions set forth the minimum amounts and scopes of coverage to be maintained and are not to be construed in any way as a limitation on either party's liability under this Agreement. Where there is an indemnity obligation under this Agreement, the insurance coverages of the indemnifying party shall be primary and will not participate with nor will be excess over any valid and collectable insurance or program of self-insurance carried or maintained by the indemnified party. Upon written request, each party shall furnish certificates of insurance evidencing all of the foregoing insurance coverages. In the event that any Services under this Agreement are to be rendered on behalf of PDI by persons other than PDI's own employees, PDI shall arrange for such persons to forward to Pfizer, upon Pfizer's request and prior to commencement of services by them, certificates of insurance evidencing such amounts, in such form, and with such insurance companies as are reasonably satisfactory to Pfizer.

12. GENERAL PROVISIONS.

1 2 . 1 Amendment. This Agreement may not be amended or modified except by a written instrument that references this Agreement and that is signed by the parties. The failure of a party to enforce at any time any provision of this Agreement shall not be a waiver of such provision, nor affect the right of such party thereafter to enforce such provision. No waiver shall be effective unless in writing signed by the party against whom the enforcement of such waiver is sought. No such waiver shall be deemed a waiver of any other or subsequent breach, whether of the same or another provision. Any Task Order or exhibit to this Agreement is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the provisions contained in the body of this Agreement and any such Task Order or exhibit, the terms in the Task Order or exhibit shall control.

1 2 . 2 Entire Agreement. This Agreement, including the Addendum, and any appendices and exhibits attached hereto, along with any Task Orders entered into hereunder, amends and restates the Original Agreement and contains the entire agreement and understanding between the parties and shall supersede all prior oral or written agreements between the parties with respect to the subject matter hereof.

12.3 Assignment. Neither Pfizer nor PDI shall have the right to assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign without the other's consent to a parent, subsidiary or affiliate or to an entity controlling, controlled by, or under common control with the party at the time of the execution of this Agreement. This Agreement shall inure to the benefit of and be binding upon each party, its successors and its permitted assigns.

12.4 Governing Law. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of New York , without regard to the conflict of law provisions thereof and, where appropriate, applicable federal law.

12.5 Compliance with Laws. During the term of this Agreement, the parties and all their permitted subcontractors, employees, agents, representatives and invitees shall fully comply with all applicable state, federal and local laws, governmental regulations, rules, requirements, ordinances and other requirements of local authorities and the Federal government, governmental authorities relating to the Services or performance under this Agreement including, but not limited to, all applicable patient confidentiality and privacy laws, rules, regulations and requirements. Neither PDI nor Pfizer are authorized to take any action in the name of or otherwise on behalf of the other which would violate any of the foregoing.

12.6 Third Parties. Except as otherwise provided herein, nothing in this Agreement shall confer any benefits or rights on any person or entity other than the parties to this Agreement.

12.7 Notices. All notices pertaining to this Agreement shall be in writing and shall be delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile number and confirmed in writing sent by air courier or certified mail. All notices shall be effective upon receipt. Notices shall be sent to a party at the address or facsimile number shown below or such other address or facsimile number as a party may notify the other party from time to time:

If to PDI:
PDI Inc.
1 Route 17 South
Saddle River, NJ 07458
Attn.: Chief Executive Officer
Fax No.: 201-258-8461

With a copy to:
PDI Inc.
1 Route 17 South
Saddle River, NJ 07458
Attn.: General Counsel
Fax No.: 201-574-8300

If to Pfizer:
Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attn.: Tom Forte
Fax No.: 646-348-6026

With a copy to:
Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attn.: Chief Counsel, Established Products
Fax No.: 646-563-9434

12.8 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures.

12.9 Use of Pfizer name. Except as necessary to deliver the Services in accordance with this Agreement and any related Task Order, PDI shall have no right to use, and shall not use, the name of Pfizer and/or any of its officials or employees, or URLs, logos or trademarks in any manner without the prior written consent of Pfizer, which consent may be withheld in Pfizer's sole discretion. Notwithstanding the foregoing, Pfizer grants to PDI the right to use the Pfizer logo on business cards in

connection with the rendering of Services. Such right is nontransferable and nonexclusive. PDI shall not have the right to grant any sublicenses, except by prior written consent of Pfizer. PDI shall use the Pfizer logo only in connection with the Services in accordance with the guidance and directions furnished to PDI by Pfizer from time to time.

12.10 Anti-corruption Practices Principles. The Anti-corruption Practices Principles in the form attached hereto as Exhibit C shall be incorporated herein and, to the extent applicable, PDI shall be bound thereby.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative as of the date first written above.

PDI, INC.

By: /s/ Nancy Lurker

Name: Nancy Lurker

Title: Chief Executive Officer

Date: October 12, 2009

PFIZER INC.

By: /s/ William Kennally

Name: William Kennally

Title: Regional President, N. America

Established Products Business Unit

Date: October 14, 2009

[Execution Page to Amended and Restated Master Services Agreement]

EXHIBIT A

SAMPLE TASK ORDER

THIS TASK ORDER No. [ ], dated as of [ ], 200[ ], is hereby incorporated by reference into and made a part of that certain Amended and Restated Master Services Agreement dated [***], 2009, by and between Pfizer Inc., a Delaware corporation with offices at 235 East 42nd Street, New York, New York 10017 ("Pfizer") and PDI, Inc., a Delaware corporation with offices at 1 Route 17 South, Saddle River, New Jersey 07458 ("PDI").

WHEREAS, Pfizer and PDI have executed that certain Amended and Restated Master Services Agreement, dated [****], 2009 (the "Agreement");

WHEREAS, pursuant to the terms of the Agreement, PDI and Pfizer may enter into one or more Task Orders;

WHEREAS, Pfizer and PDI desire to enter into this Task Order No. [ ] (this "Task Order");

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**

2. **Project Description**

3. **Term of Task Order**

4. **Product(s)**

5. **Training Plan**

6. **Territories**

7. **Program Budget**

8. **Compensation; Payment Schedule**

9. **Detailing Activity**

10. **PDI Performance Objectives and Fees**

EXHIBIT B

Acknowledgement of Temporary Services and Confidentiality Obligations

I, the undersigned, an employee of PDI, Inc. ("PDI"), agree to provide services in a temporary capacity to Pfizer Inc ("Pfizer"). As a precondition to my providing such services, I acknowledge and agree to the following:

1. I understand that I am an employee of PDI and not of Pfizer and that PDI as my employer is responsible for my compensation and any employee benefits provided, including the provision of benefits required under applicable laws such as workers' compensation and unemployment insurance.

2. I understand that I will be providing services to Pfizer on a temporary basis for a limited period of time, the duration of which may be increased or decreased.

3. I understand that if I leave my assignment prior to completion of the services, I may not be assigned to provide any additional services for Pfizer.

4. I understand that any issues or concerns relating to my assignment to provide services for Pfizer must be directed to my Supervisor at PDI and not to Pfizer.

5. I understand that there have been and will be no representations as to any possibility of being hired by Pfizer as an employee now or in the future.

6. I understand that my assignment to provide services to Pfizer is contingent upon execution of the PDI, Inc. Employee Confidentiality and Assignment Agreement, a form of which is attached hereto, and I have read and signed same and agree to maintain as confidential any and all confidential information belonging to Pfizer, consistent with the terms of the Employee Confidentiality and Assignment Agreement.

(Date) (Signature)

(Name of Supplier) (Typed or Printed Name)

(Agreement Number) (Social Security Number)

[Client Confidentiality and Assignment Agreement begins on the next page]

PDI, INC.
EMPLOYEE CONFIDENTIALITY AND
NON-SOLICITATION AGREEMENT

Due to the confidential proprietary nature of the information to which I may be exposed during my employment as a manager with PDI, Inc. ("PDI"), and in consideration of employment or continued employment with PDI, and the opportunity to service PDI's clients and customers, I agree:

1 . Confidentiality. The purpose of this Agreement is to protect from disclosure any and all CONFIDENTIAL INFORMATION of PDI, its parent or affiliated companies (hereinafter "PDI"), PDI's current and future clients, and customers of PDI and/or its clients. I understand that PDI is committed to ensuring the confidentiality of its clients' and customers' confidential and proprietary information. I further understand that PDI's clients and customers are concerned about PDI's employees who have access to the client's or customer's confidential information and have requested PDI take measures to prevent unauthorized disclosure of this information by PDI's employees.

I understand that "CONFIDENTIAL INFORMATION" means any information disclosed to me or known to me as a consequence of, or through my employment with PDI (including information conceived, originated, discovered or developed by me), about PDI or PDI's clients' or customers' business operations, processes, products, research and development, manufacturing methods, marketing, sales costs, pricing, inventions, improvements, discoveries and ideas (whether patentable or not), and financial information. CONFIDENTIAL INFORMATION also means any formula, pattern, procedure, method, device or compilation of information which is used in PDI's business or PDI's clients' or customers' business, and which gives PDI and/or its clients and customers an opportunity to obtain an advantage over competitors. I understand that as a manager I will be exposed to a broad base of information about the company operations nationwide and will receive detailed information about PDI's customers from the company and from the employees I supervise.

2. I agree that CONFIDENTIAL INFORMATION, as defined by this Agreement, is the property of PDI and/or PDI's client or customer, to be held by me in trust and solely for PDI's and/or PDI's clients' or customers' benefit, and shall not be used or disclosed to any person, including PDI employees who do not work with the PDI client or customer, either during my employment or for a period of five (5) years following termination of employment, without PDI's written consent. I agree to comply with all rules and regulations established from time to time which are designed to protect and insure the continued confidentiality of PDI's or its clients' and customers' CONFIDENTIAL INFORMATION. I acknowledge that PDI's clients and customers are third-party beneficiaries of the obligations that I undertake in this Agreement.

3 . Return of Confidential Information. Upon termination of employment or at any other time upon PDI's request, I shall promptly deliver to PDI, without retaining any copies, all confidential or proprietary material, including product and training materials, price list, customer
lists, contact sheets, inventory, reports, computer printouts or other data or material of any kind, pertaining to or containing any confidential or proprietary information of PDI or its clients or customers.

4 . Agreement to Comply with Regulations. I agree to comply with all Rules and Regulations established by PDI from time to time which are designed to protect and insure the continued confidentiality of PDI's Confidential Information.

5. Non-Solicitation of Employees. I agree that for a period of two (2) years after the termination of my employment with PDI, I will neither directly nor indirectly induce or attempt to induce any employee of PDI or any of its subsidiaries to terminate his or her employment.

6. Non-Solicitation of Customers. I agree that for a period of two (2) years after the termination of my employment with PDI, I will neither directly nor indirectly induce or attempt to induce any customer or client of PDI or any of its subsidiaries that I have had direct or indirect contact with or that I know about by virtue of by PDI employment to alter, limit, or terminate its relationship with PDI or any of its subsidiaries.

7. Not Employment Contract. **THIS IS NOT AN EMPLOYMENT CONTRACT.** This Agreement does not in any way restrict my right or PDI's right to terminate my employment with PDI at any time, for any reason. Termination of my employment for any reason shall not release me from any obligations under this Agreement.

8. Renewal of Employment. This Agreement shall, without express mention, be deemed to continue during any periods of renewal of my employment including but not limited to periods of employment following promotion or transfers, or during any subsequent re-employment by PDI.

9. Partial Invalidity/No Oral Modifications. To the extent that any portion of this Agreement is held to be invalid or unenforceable, it shall be construed to meet as closely as possible the intent of the parties. All remaining provisions, and/or portions thereof, shall remain in full force and effect. This Agreement cannot be changed, modified, or terminated, except in writing signed by the president of PDI.

10. No Conflicting Obligations. I am not subject to any agreement or restriction limiting in any way the scope of this Agreement or in any way inconsistent with any of the promises in this Agreement. I also agree to advise all subsequent employers about my obligations under this Agreement.

11. Injunctive Relief. I understand and agree that any breach of this Agreement will cause PDI and/or its clients or customers, irreparable harm, which cannot adequately be compensated by an award of money damages. As a result, I agree that, in addition to any other remedy PDI and/or its clients or customers may have, PDI and/or its clients or customers may seek and obtain injunctive relief restraining me from directly or indirectly violating this Agreement or from engaging in any activity which compromises the protection afforded to PDI and/or its clients or customers by this Agreement.

12. Consideration. I understand and agree that my employment or continued employment with PDI, access to PDI's and PDI's clients' or customers', confidential, proprietary and trade secret information, are sufficient consideration for the promises made by me in this Agreement and that the promises made by me are necessary for the PDI and its client's or customer's protection.

13. Affiliated Companies. The protection afforded to PDI under this Agreement extends to PDI's related or associated entities, including their successors and/or assigns, and shall be binding on me and upon my heirs, executors, administrators and other legal representatives.

14. Selection of Law. This Agreement shall be governed by New Jersey law.

Dated: _____
Employee Signature

_____
Print Full Name

Dated: _____
PDI, Inc.

EXHIBIT C

Anticorruption Practices Principles

For the purpose of this agreement, FCPA means the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and Governmental Official means (i) an officer, employee or comparable person or individual who acts in an official capacity on behalf of any federal, state, federal district or municipal government agency or independent agency, organization, commission, committee or foundation, governmental corporation; or (ii) any political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office; or (iii) an employee or person acting for or on behalf of a public international organization; and (iv) any physician.

Pfizer's corporate policies provide that Pfizer colleagues must conduct all Pfizer business in a lawful and ethical manner, in accordance with applicable laws and regulations, including the FCPA. The FCPA prohibits making, promising, or authorizing the making of a corrupt payment or providing anything of value to a Governmental Official to induce that official to make any governmental act or decision to assist a company in obtaining or retaining business. The FCPA also prohibits a company or person from using another company or individual to engage in any of the foregoing activities. As a company affiliated to a U.S. publicly-held company, Pfizer must comply with the FCPA and, as such, requires that PDI does the same. Consequently, Pfizer requires PDI to conduct itself in accordance with these principles.

FCPA, Anti-Corruption and Anti-Bribery Principles

PDI may not directly or indirectly make, promise or authorize the making of a corrupt payment or provide anything of value to any Governmental Official to induce that government official to make any governmental act or decision to help Pfizer obtain or retain business. PDI may never make a payment to or offer a Governmental Official any item or benefit, regardless of value, as an improper inducement for such Governmental Official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise improperly to benefit Pfizer's business activities.

Understand and Follow Local Laws

PDI must understand whether local laws, regulations, or operating procedures (including requirements imposed by government entities such as state-owned hospitals or research institutions) impose any limits, restrictions, or disclosure requirements on compensation, financial support, donations, or gifts that may be provided to Governmental Officials. If PDI is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with Governmental Officials, that PDI should consult with his or her primary Pfizer contact before undertaking its activities.

Exhibit 10.20.2

Portions of this exhibit were omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to an application for confidential treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. Such portions are marked by [***].

AMENDED AND RESTATED TASK ORDER NO. 1

This Amended and Restated Task Order No. 1 (this "Task Order"), effective as of January 1, 2010 (the "Effective Date") is entered into between Pfizer Inc ("Pfizer") and PDI, Inc. ("PDI"), pursuant to the Amended and Restated Master Services Agreement, effective November 1, 2009 between Pfizer and PDI (as amended to the date hereof, the "Agreement"), is subject to all the terms and conditions set forth therein, except as may be otherwise expressly provided herein.

In the event of a conflict between the terms of the Agreement thereto and the terms of this Task Order, the terms in this Task Order shall prevail.

A. EXECUTIVE SUMMARY

1. Brief Description of Contract Sales Organization (CSO) Program

This represents a new Task Order that outlines evolved service level expectations, capabilities, and requirements.

PDI will support Pfizer through PDI hiring and employing CSO Representatives, Management and other requested functions to assign to perform services, for Pfizer, as requested to PDI in writing by Pfizer. PDI's Representatives will assist Pfizer in promoting and selling certain of Pfizer's prescription pharmaceutical and/or over-the-counter products by performing Details on Targets (each as defined below). PDI's Representatives may also perform other related services as requested by Pfizer in writing and agreed to by PDI.

PDI's Representatives on the Program will Detail the following products under this Task Order: [***]. Pfizer may add [***] during the term of this Task Order, at which point Pfizer and PDI will mutually agree on any reasonable or necessary additional modifications to this Task Order, including, without limitation, additional expenses for training, shipment of samples and Product Promotional Materials, relief on activity and any other pertinent metrics for time out of the field for product training and additional incentives to PDI and the Representatives for achievement of metrics and/or sales goals for any products added.

As of the Effective Date, the Program will consist of [***]. During the term of this Task Order, Pfizer may add additional field sales personnel to the Program or reconfigure the existing field sales personnel upon the mutual agreement of the parties hereto.

2. Key PDI Performance Milestones – Commencing 4th Quarter 2009 (Prior to the Effective Date)

Milestone:	Timeline:
[***]	Commencing December 2009
[***]	January 2010
[***]	February 2010
[***]	February 2010
[***]	December 2009
[***]	November / December 2009

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

Pfizer will be responsible for payment to PDI of the following 2009 key milestone expenses that are not included in the 2009 Program Budget: [***]

3. Key PDI Performance Milestones –2010

Milestone:	Timeline:
[***]	[***]

Pfizer will be responsible for payment to PDI of the following 2010 key milestone expenses that are not included in the 2010 Budget: [***].

Key Milestones –2011

Milestone:	Timeline:
[***]	[***]

Additional milestones for 2011 will be mutually agreed upon in writing by PDI and Pfizer on or before 4Q 2010.

4. Term; Termination Provision:

The term of this Task Order will commence on the Effective Date and will continue through December 31, 2011 unless otherwise terminated earlier as set forth herein. As contemplated in, and without otherwise limiting, Section 8.2(c) of the Master Services Agreement, Pfizer may terminate this Task Order at any time, in whole or in part, upon [***] written notice thereof to PDI.

B. PROGRAM TEAMS:

Pfizer Contact Person:
Tom Forte, Senior Director, US Established Brands
235 East 42nd Street
New York, NY 10017
212/733-3631
tom.forte@pfizer.com

PDI Contact Person:
Heidi Minick, National Sales Director
PDI, Inc.
1 Route 17 South
Saddle River, New Jersey 07458
703-794-1055
hminick@pdi-inc.com

Routine correspondence and communications relevant to the operation of the Program should be sent to the applicable above-named contact persons. PDI Contact Person will (i) function as single point of contact for PDI for all substantive communications, (ii) coordinate execution of the Program, (iii) and, as requested by Pfizer, attend Program coordination meetings with PDI's Representatives.

C. DEFINITIONS

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

The following terms when used in this Task Order shall, except where the context otherwise requires, have the following meanings:

1. "Call" shall mean an interactive in-person visit to a Target by a Representative during which one or more Products are detailed.

2. "Designated Physician" shall mean one of the [***] designated by Pfizer and agreed to by PDI during the term of this Task Order. [***] of the Details performed hereunder will be to a Designated Physician.

3. "Detail" shall mean an interactive, face-to-face visit by a Representative with a Designated Physician (or, in the limited cases described above, his or her Legally Empowered Designee (as defined herein)), during which the following may be discussed: FDA-approved indicated uses, safety, effectiveness, contraindications, side effects, warnings and other relevant characteristics of the Products are described by the Representative in a fair and balanced manner consistent with the requirements of the Federal Food, Drug and Cosmetic Act, as amended, and using, as necessary or desirable, the Product Labeling or the Product Promotional Materials. "Product Detail" means Detail of a Product between a Target and a Representative. When used as a verb, "Detail" or "Detailing" shall mean to engage in a Detail as defined in this Section 1(b).

4. "District Sales Managers" shall mean any individuals assigned by PDI to generally oversee the Representatives' activity and interact with Pfizer designated personnel to assist in implementing the Program under the direction and supervision of PDI.

5. "Legally Empowered Designee" means (i) a physician affiliated with a Designated Physician; or (ii) a nurse practitioner or physician's assistant practicing under the supervision and control of a Designated Physician with legal authority to write pharmaceutical prescriptions.

6. "Managers" means the District Sales Managers, the Regional Sales Managers, the Training Manager and the National Sales Director.

7. "National Sales Director" means the PDI employee responsible for overall operational management of the program including all field and related personnel and interacts with Pfizer designated lead to assist in implementing and managing the Program.

8. "PDMA" means the Prescription Drug Marketing Act of 1987, as amended, and the regulations promulgated hereunder from time to time.

9. "Product Labeling" means all labels and other written, printed, or graphic matter upon (i) any container or wrapper utilized with a Product, or (ii) any written material accompanying a Product, including, without limitation, Products package inserts, all of which shall be provided by Pfizer.

10. "Product Promotional Materials" means all Pfizer provided written, printed or graphic material, including Product Labeling, intended for use by a Representative during a Detail, including visual aids, file cards, premium items, clinical studies, reprints, drug information updates and any other promotional support items that Pfizer deems necessary to conduct the Program. Product Promotional Materials shall include FDA approved indicated uses, safety, effectiveness, contraindications, side effects, warnings and other relevant characteristics of the Products.

11. "Program" means the program of Detailing to be conducted by the Representatives under the direction and supervision of PDI during the term of this Task Order.

12. "Regional Sales Managers" shall mean any individuals assigned by PDI to generally oversee the District Sales Managers' activity and interact with Pfizer designated personnel to assist in implementing the Program.

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13. "Representative" means an individual assigned by PDI to conduct Details of the Products, who may be a full-time or part-time employees of and is compensated by PDI, and whose activities in connection with the Program and Details shall be under the supervision and direction of PDI.

14. "Target" means a Designated Physician or a Legally Empowered Designee.

15. "Training Manager" means any individual assigned by PDI to generally oversee the Representatives' activity with respect to training matters, subject to the training program requirements and logistics described below in this Task Order.

D. ASSESSMENT PHASE

1. Personnel

The following PDI personnel will be designated to operate and manage the program during the "Assessment Phase", which consists of the talent review, appropriate performance management, recruiting, hiring and ongoing management of Program personnel.

PDI Resource / Staff Title	Role / Responsibility / Key Activities	% Time Allocated to Program
[***]	[***]	[***]

2. Recruitment

PDI will recruit and/or assign Representatives and Managers for Field Force territory vacancies. Upon Pfizer's written request, PDI will also recruit, and/or assign Representatives and Managers for new Program positions and Program scope changes, whose activities shall be to Detail the Products requested by Pfizer or to manage the Representatives who do so, respectively, in the approved territories, or other related services as requested by Pfizer and agreed to by PDI. PDI may begin sourcing for targeted geographies when requested in writing by Pfizer.

Upon written notification to PDI from Pfizer of any additional open geographic territories for which Pfizer would like PDI to assign a Representative, PDI will begin sourcing and screening candidates immediately thereafter. Pfizer and PDI agree to develop a rolling calendar to support post launch training needs to support PDI's new assign representatives. Additional training may be required to support business needs on an ongoing basis.

Pfizer may scale up or down the Program or re-align of the PDI Field Force with prior notice in writing as outlined within this Task Order; provided that any reduction in the number of territories in the Program [***] or any other change in the Program that would result in a decrease to the compensation payable to PDI hereunder [***] is subject to the mutual written agreement of the parties hereto.

National Sales Director, Regional Sales Manager, District Sales Manager, Training Manager and Representatives
During the term of this Agreement, PDI will be responsible for recruiting and hiring new candidates, through a comprehensive recruiting and interviewing process, for any vacant field force positions or as otherwise requested by Pfizer.

The "Field Force" will consist [***].

PDI shall not assign any Representatives or Managers for the Program who are known by PDI to have been previously employed with Pfizer, without Pfizer's prior approval. All such candidates for

Representatives and Managers positions on the Program will be submitted to Pfizer prior to an assignment to provide services to Pfizer, so that Pfizer can validate that they are eligible to provide services to Pfizer (which eligibility may be impacted by the individual having previously been employed by and received severance from Pfizer), and Pfizer will provide confirmation that such candidates may be assigned to the Program to PDI within 5 business days. In addition, PDI will not assign any individual currently employed by PDI on another sales program to the Pfizer program as a Representative or Manager prior to reviewing with Pfizer such individual's performance and capabilities.

3. PDI's Talent Acquisition Recruitment Process

For any openings the recruiting process will start with the drafting and placement of ads by PDI to begin sourcing of candidates. Pfizer will not be named or alluded to in any ads. The related hiring profiles and job descriptions are as provided in Exhibit C. These hiring profiles and job descriptions may be altered with notice by Pfizer as agreed to by PDI. Sourcing activities will include use of PDI's candidate database, artificial intelligence tools, advanced internet recruiting strategies, referrals, networking, and diversity recruiting. PDI will track the progress of all candidates via its applicant tracking database, and will provide regular recruiting progress reports (Pfizer to approve formats) to Pfizer as follows: [***].

Sourcing, screening and interviewing of candidates shall be done by PDI in accordance with PDI's standard process and shall include, but may not be limited to, the following: [***].

Unless otherwise agreed to in writing, offers will be extended to candidates contingent upon successful completion of background investigation consistent with Pfizer guidelines: validation of work and education history as well as completion of drug screen designed to detect the presence of illegal drugs. In addition, PDI must ensure that for the duration of this Program, an appropriate drug screening process is in place. Pfizer will determine if Pfizer may be named, referred to or alluded to during the interview process.

E. ON-GOING PROGRAM MANAGEMENT / STEADY STATE

1. Operating Model:

Pfizer program lead will serve as the point of contact for providing strategic direction to PDI's program lead regarding brand strategies as well as strategic approaches to core organizational operations and execution that will directly impact promoted product performance. This may include Pfizer Program Lead and National Sales Director working jointly in these areas.

Examples include, but are not limited to, Pfizer Program Lead and the National Sales Director developing and implementing the following: [***].

Although Pfizer will not be involved in supervision or management of PDI personnel, PDI will review such processes with Pfizer's program lead to identify opportunities for process improvement that can drive better field performance. Examples include procedures for recruiting/hiring, on-boarding, and performance management. PDI will also develop and implement procedures and/or performance metrics to track the performance of the PDI field force. Performance metrics will include those relating to a variety of factors, [***].

PDI's Human Resources department will maintain a comprehensive performance management process for the Field Force during the term of this Task Order which may include, among other things: [***].

2. Personnel

The PDI personnel designated to operate and manage the Program during the "Operational Phase" are set forth in the Program organizational chart attached hereto as Exhibit D.

3. Detailing Services

PDI will assist Pfizer in promoting and selling their over-the-counter and/or prescription pharmaceutical products by Representatives performing Product Details to the Targets as set forth herein.

During the period January 1, 2010 through December 31, 2010, PDI will use commercially reasonable efforts to ensure the Representatives make the following number of Product Details during the sales calls to Targets: [***].

PDI and Pfizer will mutually agree in writing [***] on the number of Product Details for the period January 1, 2011 through December 31, 2011.

During any period that PDI is performing Product Details for [***] under this Program, PDI shall use commercially reasonable efforts to perform [***] of the targeted Details for this Product to Targets as indicated by Pfizer.

4. Product Sampling Services

PDI shall provide Product sampling services and related sample management as requested by Pfizer and provide such services consistent with applicable Pfizer policies and procedures regarding sample distribution and administration provided to PDI in writing. Each Representative shall store and distribute Product samples in accordance with the PDMA (if applicable) and any requirements specific to the Product(s) that are made known to PDI in writing. The Representatives will utilize PDI's tools for sample signature capture, administration and compliance. PDI will perform sample inventory reconciliation on a quarterly basis and report any significant losses to Pfizer within the FDA-required time frame. PDI shall comply with all applicable requirements of the PDMA and maintain written procedures for compliance with the PDMA and cause all Representatives to comply with all applicable requirements of the PDMA. Pfizer shall be permitted to review PDI's procedures for the administration and distribution of samples and sample activity forms to ensure compliance with the PDMA. PDI shall notify Pfizer promptly upon learning that any sample shipped by Pfizer to PDI has been lost or has not been received as scheduled or has otherwise not been handled in accordance with the PDMA. PDI will provide sample inventory reports to Pfizer on a mutually agreed upon schedule. PDI will maintain controls to monitor the compliance of the Field Force with the requirements of the PDMA and other applicable laws with respect to samples, including random practitioner signature verification and audits. PDI will notify Pfizer of any violations thereof and will be responsible for reporting any FDA violations directly to the FDA with a copy to be provided simultaneously to Pfizer.

5. Business Development Funds

Pfizer may provide PDI with business development funds for use by the Representatives for promotional discussions during breakfast or lunches. PDI will be responsible for training and monitoring compliance with applicable laws in connection with the Representatives' utilization of

these funds, including quarterly random audits of business development expenses. PDI will provide Pfizer with any information reasonably requested by Pfizer with respect to business development funds so that Pfizer can comply with any state spend reporting requirements; this includes a monthly feed of data at the provider level that captures individuals (names, titles) of all funds utilized. Exact specifications of data exchange will be outlined by Pfizer.

6. Tele-Services and Related Sampling Services

PDI shall provide any Pfizer requested multi-channel services, including but not limited to tele-services, non-personal promotion and related sampling services, pursuant to a separate task order as may be agreed to by Pfizer and PDI.

7. Product Promotional Materials

As requested by Pfizer and in connection with the Detailing of the Products, the Representatives shall use Product Promotional Materials and may offer such materials to Targets during Details. The Representatives will not use any other promotional materials in connection with the Detailing other than the Product Promotional Materials provided by Pfizer and will not make any changes or additions to any of these materials provided by Pfizer.

8. Personnel Management

As the employer of the Representatives and Managers, PDI shall have responsibility for their direction and control under the supervision of the National Sales Director, and with respect to the Representatives, the Regional Sales Managers and District Sales Managers. To that extent, PDI will be responsible for administering compensation, benefits, expense management incorporating Pfizer expense guidelines that are communicated to PDI, and the employee performance management process. PDI employees working on this program will be notified of such and sign an agreement acknowledging that PDI is their employer.

Please refer to sections 2.5 and 2.6 of the Agreement for "Personnel Management" terms and conditions, which are applicable to this Task Order.

9. Reporting Requirements

- PDI will provide reports to Pfizer which will include Detail activity and expense data on an ongoing basis for use in managing the Program. PDI shall incorporate feedback from Pfizer in the design and frequency of standard reports to aid Pfizer in the monitoring of the Program. [***].

In addition, PDI will provide additional reports that may be reasonably requested by Pfizer on an ad-hoc basis, at Pfizer's expense, which may include one or more of the following reports: [***].

10. Field Force Incentive Compensation

Pfizer and PDI will work together to establish an incentive compensation program for the Representatives and Managers that is reasonably designed to ensure both PDI, Inc. and the field sales personnel remain compliant with all applicable laws and regulations, and are incentivized to achieve or exceed desired product performance, and PDI will administer the incentive compensation program for PDI's personnel

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

using sales data provided by Pfizer. Within a reasonable time of the Program Start Date, Pfizer and PDI agree to compile performance metrics to track the performance of the Field Force. [***]. Pfizer will determine and inform PDI, by product as measured by IMS data, if either exclusion or Rx volume factoring should occur at the provider level based on the providers' specialty. If so such Rx volume will not count towards sales performance for the designated targets.

11. [***]

[***].

12. Service Deficiencies (including but not limited to Skills/Technical Knowledge)

If Pfizer reasonably believes that the services provided by any Field Force personnel are unsatisfactory for any reason (including without limitation a failure to pass training and testing requirements), Pfizer shall notify PDI in writing and PDI shall address the performance of such person in accordance with PDI policies. If Pfizer reasonably believes that the performance skills have not or cannot be addressed, after the appropriate performance management efforts have been implemented, Pfizer can request that such person be removed from performing services under the Program. [***].

13. Turnover of PDI Personnel

Turnover of PDI personnel assigned hereunder shall be managed by PDI. Turnover of the PDI personnel shall be minimized by PDI. [***].

For long-term vacancies, PDI will use commercially reasonable efforts to cover such vacancies through personal promotion via PDI's vacancy management services at PDI's expense.

14. Hiring of PDI Personnel by Pfizer

Pfizer may hire PDI's Representatives or Managers, if mutually approved by Pfizer's Established Products group and PDI and [***] written notice, by paying to PDI a fee in accordance with the following schedule:

First Day of Employment With Pfizer	Fee Owed to PDI
[***]	[***]

15. Pfizer Responsibilities and Obligations

a) Territories

A list of the current geographic territories for the program as of the Effective Date is attached hereto as Exhibit E. Pfizer shall verify the accuracy of the Designated Physician list that is provided to PDI for such geographic territories, including the addresses set forth therein. Pfizer will notify PDI in writing of any change to the list of territories, including the addition of new territories for which PDI should assign a Representative. Pfizer will periodically validate the Designated Physician list database, with PDI's reasonable assistance, and update the Designated Physician list to maintain the population of Designated Physicians within [***] of the number of Designated Physicians as of the Effective Date.

b) **Training**

Pfizer will support the training of the new Managers and Representatives with regards to the Products and selling platforms, as described below. [***]. In addition, Pfizer will provide Pfizer-required Compliance training. [***].

Þ Training Plan: Live training to be conducted by Pfizer as part of the initial training at the Arrowwood facility in Rye Brook, NY:

- Products, Pfizer Selling Model, and Managed Care platforms
- Validation for successfully completed training
  a) Field Force must achieve a pass rate of [***] on all Product tests. Each Representative will be provided 2 attempts to pass the training tests. If the Representative is unable to successfully pass the tests, then PDI will replace the Representative

  b) Field Force must role-play (referred to as "real-play" by Pfizer) at the conclusion of Arrowwood live training and be evaluated by designated PDI or Pfizer evaluators using a role-play certification form. The Representatives will have three opportunities to pass the role-play certification. If a Representative is unable to successfully pass the role-play certification after three attempts, then PDI will replace the Representative.

In addition Pfizer will provide materials for Pfizer-required compliance training.
PDI is responsible for training pertaining to the following:

- On-boarding: The Training Manager incorporates the following PDI training into the Pfizer Home Study training schedule: Required PDI compliance, PDI representative job standards, Total Office Selling, Conducting Retail Pharmacy Calls, Pfizer Sales Force Automation, Territory Report Analysis and Management and Managed Markets training.

- Pfizer Home Study Training Support: The PDI Training Manager will coordinate the Home Study Training Schedule kicking off the training schedule with a conference call. On a weekly basis the Training Manager will conduct weekly material review and check-ins. The PDI Training Manager is available to new hires during home study for questions and help.

- PDI Representation at Pfizer Live Training: The PDI Training Manager serves as the contact and support for PDI related content and employee questions and will be present at all training provided by Pfizer to PDI personnel at Arrowwood as set forth above Additionally, the PDI Training Manager will deliver Territory Analysis and Management content training and can serve as one of the role-play evaluators for the role-play certification.

Þ Ongoing Training Plan:

PDI will be responsible for certain ongoing training activities, including the following:

Post Pfizer Live Training:

[***]

- Compliance: The PDI Training Manager will coordinate the required PDI Compliance Training including PDMA training.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

- Training Logistics: PDI will be responsible for scheduling, coordinating, tracking and maintaining records regarding the training of its employees assigned to the Program.

- Management Development: Since PDI hires Managers with varying degrees of management experience as well as past leadership development, PDI RMs will customize each manager's development in conjunction with the Training Manager. The Training Manager will coordinate and support managers' development across the plans providing training, resources and coordinating development activities.

Coaching: PDI Managers will complete electronic Field Coaching Form during field coaching sessions. PDI District Sales Managers are expected to spend [***] of available time in the field coaching their representatives. PDI Regional Sales Managers are expected to spend [***] of available time in the field coaching and developing primarily District Sales Manager and secondarily Representatives.

- Quarterly Knowledge Assessments: PDI Representatives and Managers will be required to pass quarterly disease state/product knowledge assessments. They will have 2 attempts and must achieve an [***] score to pass.

- Field Gap Training: PDI Training Manager will work closely with PDI RM and DM team and the with PDI Manager and Representative Advisory Board to identify product and skill areas of improvement as surfaced through business results, third party data and coach plan feedback. Appropriate training and information remediation materials will be developed, distributed or reviewed in a variety of formats and medium: Cd-rom, backgrounders, conference calls, training recap tools.

A grid outlining the respective training obligations of Pfizer and PDI hereunder is attached as Exhibit G hereto.

c) Product Samples

At Pfizer's option and expense, Pfizer shall provide samples of the Products to the Representatives. Pfizer shall ship samples to PDI's designated warehouse and will determine the quantity and types of samples to be provided to PDI and the method of distribution of the samples to Targets. The shipment, fulfillment and storage of samples shall be at Pfizer's expense. The cost of monthly storage lockers for each Representative are included within the Program Budget as a pass-through expense and will be reconciled. Pfizer will provide PDI with Pfizer's sample accountability requirements, product description, product codes and product packing specifications.

d) Product Promotional Materials

Pfizer shall provide to PDI with respect to this Program, at Pfizer's expense, Product Promotional Materials in sufficient quantities to enable the Representatives to Detail the Products. The shipment, fulfillment and storage of all Product Promotional Materials shall be at Pfizer's expense. PDI and the Field Force shall be prohibited from creating its own promotional materials or from altering any Product Promotional Materials provided by Pfizer.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

e) Reports

Pfizer will provide PDI with monthly sales data for the Products on a national, physician level basis within 45 calendar days after the end of the applicable month during each month of the term. In addition, to the extent that Pfizer receives weekly sales data for the Products at some point during the term, Pfizer will provide a copy of such weekly sales data to PDI within 3 business days of Pfizer's receipt of such data.

f) Other Pfizer Obligations

Pfizer will provide PDI with response guidelines for adverse event reporting, physician questions and/or requests for additional information or materials (i.e. drug information, 800#, promotions). Pfizer will respond timely to all adverse event reporting, physician questions and/or requests for additional information or materials. Likewise, PDI will contact the appropriate Pfizer department with regard to adverse events, healthcare provider questions and requests for additional information or materials.

Pfizer will be exclusively responsible for accepting and filling purchase orders, billing and returns with respect to the Products. If PDI or the Representatives receive orders for the Products, they shall transmit such orders to Pfizer for acceptance or rejection, which acceptance or rejection shall be at Pfizer's sole discretion.

Pfizer covenants, represents and warrants that (i) the use and sale of the Products in the Territory does not and will not during the Term infringe any valid claims of a third party's intellectual property rights and (ii) the Products are currently and will be during the Term manufactured, packaged, stored, and shipped in compliance with all applicable laws, including any applicable current good manufacturing practices.

F. ADDITIONAL TERMS

1. Service Level Agreement

PDI is accountable for the following metrics:

- PDI will fill any subsequent open territories within [***].
- Should a Representative assigned by PDI not pass Initial Training or if the Representative should leave [***] of employment, PDI will replace that Representative at no additional recruiting cost to Pfizer.
- Representatives will adhere to (and certify to such adherence if requested by Pfizer) all Pfizer compliance programs for which Pfizer and/or PDI provides training to such Representatives.
- PDI will notify Pfizer of any non-compliance issues relating to PDI's obligations under the Addendum to the Agreement regarding compliance with Pfizer's Corporate Integrity Agreement within two (2) business days of becoming aware of them. If such PDI non-compliance issues are not reported within the 2 business day timeframe, PDI will be subject to a penalty equal to [***] within the quarter in which the violation occurred.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

In addition, Pfizer may request other metrics to be provided by PDI upon the mutual agreement of the parties hereto.

2. Data Protection and Privacy

PDI shall comply with the applicable data protection and privacy requirements required in the delivery of services for this Program, as may be agreed to by Pfizer and PDI in writing, or as otherwise required by applicable law.

3. Computers, Equipment and Support:

PDI shall maintain records of all completed Details and utilization of Representatives' expenses via PDI's equipment and software.

On or before the Effective Date, PDI will provide the Representatives with tablet computers at Pfizer's expense. PDI owns hardware and software and bills Pfizer as pass through. This includes standard field software, including Microsoft Windows/Office and a sales force automation tool that allows for all prescriber universe management; including call activity and sampling capture. These tools will contain all the information needed for physician call planning (Rx, targeting, segmentation, payer, etc data; provided that all such Rx, targeting, segmentation, payer and other related data will be provided to PDI by Pfizer). PDI will coordinate with Pfizer to ensure that all hardware and software is compatible with Pfizer [***] as soon as practicable, and provide field sales colleagues a color printer. Pfizer will supply PDI the necessary software requirements, hardware requirements and data format requirements for PDI to support [***]. Pfizer will reimburse PDI for any costs incurred by PDI for software needed for [***]. Pfizer will also be responsible for training costs relating to SFA and tablet training during the December 2009 POA or at any other time and place agreed by the parties hereto.

Any new equipment to be utilized for this Program after the Effective Date will be ordered new under a two year lease agreement unless otherwise agreed by the parties hereto, and will be maintained as a separate pool [***] of equipment for the use of the Representatives and Managers only during the services hereunder. Equipment shall meet reasonable specifications provided for by Pfizer. The target date of full operations is January 1, 2010 unless otherwise decided by Pfizer; also new Representatives assigned to the program will be added within 10 days after successful completion of training.

4. Help Desk

The Field Force will be supported by a pharmaceutical industry knowledgeable help desk that is open from 8:00am to 11:59pm EST Monday – Friday, 6 pm – 10 pm EST on Sunday with voicemail and email utilized for after hours/holiday/weather emergency days.

5. Automobile Requirement:

PDI will provide a vehicle to all full-time Representatives, District Manager and Regional Manager and mileage reimbursement to all part-time Representatives. PDI Representatives must have and maintain a reliable vehicle that is appropriate for the performance of their assignments. For example, Representatives required to transport drug samples or promotion material must have a vehicle of an appropriate size to do so. National Sales Director, RMs and/or DMs required to transport customers must have a vehicle of an appropriate size and configuration to do so (i.e. a four door sedan or

equivalent). Convertibles, two-seater sports cars, soft-sided jeeps and pick-up trucks are not considered appropriate.

All PDI Representatives required to transport drug samples, promotional material or other company or customer property must have a vehicle with a lockable trunk or other secure (locked), waterproof, out of sight area/container. The vehicle exterior should be maintained without significant scratches, dents, visible rust, cracked windows, cracked/broken lights (including directional lights) or bald tires. The vehicle interior should be maintained with no torn fabric/leather and be neat in appearance.

6. **Vehicle Insurance Requirement:**
PDI must (1) ensure that all Representatives have an automobile that is available for business purposes, and (2) carry automobile liability insurance coverage for the Field Force throughout the duration of this Task Order and will provide a certificate of such insurance to Pfizer upon Pfizer's written request and (3) ensure that the Representatives maintain a valid driver's license throughout the duration of their assignment on the Program. PDI will conduct a confirmation of valid driver's license on an annual basis, the cost of which shall be billed to Pfizer as an unbudgeted pass-through expense. Failure of a Representative to provide annual notification of a valid driver's license will subject PDI to the removal of that Representative(s) from Pfizer contract and PDI will be responsible for all expenses associated with replacement of personnel.

7. **Violations of Pfizer's Code of Conduct know as the Summary of Pfizer's Policies on Business Conduct (Blue Book)**

If any PDI Personnel is alleged to have violated, and/or is in violation of Pfizer's Blue Book, PDI will promptly investigate the matter and share its findings with Pfizer. Pfizer reserves the right, based upon the findings in the investigation, to request the immediate removal of the individual from performing services under the Program.

8. **Violations or Alleged Violations of Pfizer Compliance Policies and Corporate Integrity Agreement**

As referenced in Section 12 of the Compliance with Corporate Integrity Agreement and Related Obligations Addendum, and notwithstanding anything herein or in the Agreement to the contrary, Pfizer may deny and/or exclude immediately without prior approval of PDI, any PDI employee from performing services under this Task Order due to violation or suspected violation of compliance policies or the Corporate Integrity Agreement by providing written notice to PDI.

PDI must report any and all suspected or actual Pfizer Code of Conduct, Compliance, or Corporate Integrity violations immediately to Pfizer's program lead in writing.

9. **Violations of PDI Policies**

If any PDI Personnel is in violation of any PDI policy and such violation merits immediate termination under such policy (including without limitation, an unsuccessful background clearance or drug screen failure), PDI shall immediately remove this person from assignment with Pfizer. A copy of PDI's drug screening policy is attached as Exhibit F.

F. FEES AND REIMBURSABLE EXPENSES

1. Total Program Cost Summary

Set forth below are annualized costs (including estimated budgeted pass-through expenses) for each Representative and Manager on the Program during the term of this Task Order: [***].

Attached as Exhibit A is an annual cost breakdown per full and part-time Representative, District Sales Manager, Regional Sales Manager, Training Manager and National Sales Director.

Attached as Exhibit B is a detailed budget for the Program (the "Program Budget").

The pass-through expenses that are estimated within the current Program Budget include business development funds ("Rep Access Funds"), costs associated with samples (including individual Representative storage) and backfill training expenses.

Pfizer shall also be responsible for payment of the following expenses that are not included in the Program Budget in Exhibit B (or in the annualized cost breakdown set forth above and in Exhibit A) and will be billed separately by PDI to Pfizer at actual cost: expenses associated with Training, POA Meetings, District or National Sales Meetings, any costs associated with the shipping, handling, fulfillment and storage of Product Promotional Materials, expenses relating to the purchase by PDI of tablet computers for the Representatives, costs for mutually agreed upon ad-hoc reports provided to Pfizer by PDI as well as any other expenses incurred or reimbursed by PDI that are not provided for in the budget which are agreed to by Pfizer in writing.

R&H expense to be paid by Pfizer to PDI for adding new positions: [***]

2. Payment

Based on the Program Budget for the Program that covers [***], Pfizer shall pay to PDI a fee for Detailing the Products during the term in the amounts set forth in the payment schedule below:

Invoice Date	Payment Due
[***]	[***]

[***]

The Payment Schedule set forth above does not include (i) the [***] amounts included in the Program Budget or any [***] amounts that may be earned by PDI in accordance with Section 10 of this Task Order or (ii) any expenses incurred by PDI for which Pfizer has agreed to reimburse PDI that are not included within the Program Budget. Any such amounts will be invoiced separately by PDI and shall be payable by [***].

[***] .

If Pfizer asks that PDI add, and PDI subsequently adds additional Representatives or Managers to the Program, the monthly portion of the annualized costs set forth above for any such additional Representatives and/or Managers shall be invoiced by PDI and due and payable by Pfizer.

3. **Reconciliation**

PDI shall provide a reconciliation of Program costs on a quarterly basis as follows:

- The reconciliation of estimated salary, bonus and in-territory costs in the Program Budget will be based on the actual headcount for the period on a full-time equivalent basis versus the amounts billed, and such reconciliation will be provided [***].
- The reconciliation of pass-through expenses will compare actual costs incurred versus the amounts budgeted and billed, and will be provided [***]. Supporting detail will be provided in a report showing actual spending at the individual Representative or field manager level. The following estimated pass-through expenses set forth in the Program Budget will be reconciled: Rep Access Funds, costs associated with samples (including individual Representative storage) and backfill training expenses.

If such reconciliation results in actual costs exceeding the estimates set forth in the Program Budget, then Pfizer shall be responsible for the additional costs, and if the reconciliation results in actual costs that are less than the estimates set forth in the Program Budget, then Pfizer will have the option of applying a credit to any outstanding balances or receiving a check. Any credit adjustments resulting from the reconciliation will be made to the next subsequent billings. At the end of the Term, any unearned moneys shall be returned to Pfizer [***] of the date that the final reconciliation is completed by PDI.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

PDI, INC.

By: /s/ Nancy S. Lurker
Name: Nancy S. Lurker
Title: Chief Executive Officer

PFIZER INC.

By: /s/ William Kennally
Name: William Kennally
Title: Regional President, N. American Established Products Business Unit

EXHIBIT A – DETAILS OF COSTS

[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

EXHIBIT B
PROGRAM BUDGET

[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

EXHIBIT C
HIRING PROFILES AND JOB DESCRIPTIONS

Full-time Representative

Job Title	Representative – Full Time
Division	Pfizer Program
Location / State	Varied
Job Category	Exempt
Job Description	A full-time Representative is needed to exemplify the values of our client which include personal commitment, integrity and teamwork. The representative will be responsible to meet or exceed established program sales and/or market share targets and call plan goals within a given geographical territory targeting primary care and specialty physicians.
Job Responsibilities	▪Consistently meet and exceed established program sales goals and market share targets within territory by delivering sales programs and utilizing effective sales techniques and promotional materials in order to influence targeted physicians. ▪Achieve daily/monthly/ quarterly sales call activity/client deliverables by gaining access to prescribing decision makers and influencing purchasing decisions ▪Possess solid knowledge and understanding of all assigned products, disease states, treatment and competitor products. ▪Maintain current and competent working knowledge of product line to educate customer and increase customer's likeliness to prescribe the product ▪Produce high quality territory management activities, including pre-call planning, material inventory, call reports and expense reports ▪Deliver customer-focused sales presentations and utilize effective sales techniques in order to appropriately influence target physicians. ▪Develop and execute business plans to positively impact sales in territory by displaying knowledge of key customers, as well as plan, analyze and act upon sales data within geography ▪Meet call expectations for all required physician face-to-face calls ▪Build strong relationships and customer loyalty ▪Maintain strict adherence to all PDI and client compliance requirements ▪Demonstrate PDI key attributes
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

Part-time Representative

Job Title	Representative – Part Time [***].
Division	Pfizer Program
Location / State	Varied
Job Category	Exempt
Job Description	A part-time Representative is needed to exemplify the values of our client which include personal commitment, integrity and teamwork. The representative will be responsible to meet or exceed established program sales and market share targets within a given geographical territory targeting primary care physicians.
Job Responsibilities	▪Consistently meet and exceed established program sales goals and market share targets within territory by delivering sales programs and utilizing effective sales techniques and promotional materials in order to influence targeted physicians. ▪Achieve daily sales call activity/client deliverables by gaining access to prescribing decision makers and influencing purchasing decisions ▪Possess solid knowledge and understanding of all assigned products, disease states, treatment and competitor products. ▪Maintain current and competent working knowledge of product line to educate customer and increase customer's likeliness to prescribe the product ▪Produce high quality territory management activities, including pre-call planning, material inventory, call reports and expense reports ▪Deliver customer-focused sales presentations and utilize effective sales techniques in order to appropriately influence target physicians. ▪Develop and execute business plans to positively impact sales in territory by displaying knowledge of key customers, as well as plan, analyze and act upon sales data within geography ▪Meet call expectations for all required physician face-to-face calls ▪Build strong relationships and customer loyalty ▪Maintain strict adherence to all PDI and client compliance requirements ▪Demonstrate PDI key attributes
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

District Sales Manager

Job Title	District Sales Manager – Full Time
Division	Pfizer Program
Location / State	Varied
Job Category	Exempt
Client Description	A full-time District Sales Manager is needed to exemplify the values of our client which include performance with integrity, innovation, sense of urgency and passion for achievement. The District Sales Manager will be responsible for managing a team of sales representatives and meeting or exceeding established program sales and market share targets and call plan goals within a given geographical territory targeting primary care physicians and specialists.
Job Responsibilities	▪Responsible for overall staff supervision and management within given territory. ▪Maintain a fully staffed and productive district, by managing vacancies and turnover though active involvement in the recruitment and selection process. ▪Thorough understanding of Pharmaceutical Industry, account management and marketing concepts related to the promotion of primary care and specialty products. ▪Accountability for district sales objectives and manages to the development of district business objectives and business plans. Consistently meet and exceed sales goals within district. ▪Teach and lead team to utilize effective sales techniques in order to influence targeted primary care and specialty physicians. ▪Manage district to achieve sales call activity/client deliverables by helping to gain access to prescribing decision makers and influencing purchasing decisions within the primary care markets. ▪Teach and lead team to positively impact sales in district, display knowledge of key customers, plan, analyze and act upon sales and competitive data within geography. ▪Possess solid knowledge and understanding of all assigned products, disease states, treatment regimes, competitor products, market and industry. ▪Facilitate and run District Meetings and breakouts during Plan of Action Meetings. ▪Develop and coach team members by conducting meaningful field evaluations and completing FCR immediately following field ride. ▪Manage administrative responsibilities within specified timeframes. ▪Manage representative call expectations for required face to face calls ▪Proactively identify problems/opportunities and solutions for process/performance improvement. ▪Maintain strict adherence to all PDI and client compliance requirements. ▪Build strong relationships and customer loyalty. ▪Demonstrate PDI key attributes
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

Regional Sales Manager

Job Title	Regional Sales Manager – Full Time
Division	Pfizer Program
Location / State	Varied
Job Category	Exempt
Client Description	A full-time Regional Sales Manager is needed to exemplify the values of our client which include performance with integrity, innovation, sense of urgency and passion for achievement. The Regional Sales Manager will be responsible to manage a team of district sales managers and sales representatives and meet or exceed established program sales and/or market share targets and call plan goals within a given geographical territory targeting primary care physicians and specialists.
Job Responsibilities	▪Provide guidance, training and direction to direct reports regarding sales strategy, call planning, call frequency, market share productivity and execution of action plans (POAs) ▪Maintain a fully staffed and productive region. Manage vacancies and turnover through active involvement in the recruitment and selection process. ▪Thorough understanding of Pharmaceutical Industry, account management and marketing concepts related to the promotion of primary care or specialty products. ▪Monitor sales data, market share, and target audience control at regional and district levels. ▪Accountability for regional sales objectives and manages to the development of regional business objectives and business plan. ▪Ensures that Regional and District budgets and expenses are managed within mandated guidelines. ▪Build and maintain client relationships in order to maximize opportunities for potential new business. ▪Develop and coach DSM's across all core manager responsibilities and functions; completing follow up written summaries of all significant interactions including: POA meetings, business reviews with DSMs, training classes, and field rides with representatives. ▪Assess manager effectiveness by representative field rides; review all manager FCR's ▪Possess superior knowledge and understanding of all assigned products, disease states, treatment regimes, competitor products, market and industry. ▪Successfully execute sales force effectiveness strategies. ▪Proactively identify problems/opportunities and solutions for process/performance improvement. ▪Build strong relationships and customer loyalty. ▪Maintain strict adherence to all PDI and client compliance requirements ▪Demonstrate PDI key attributes
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

Training Manager

Job Title	Training Manager
Division	Pfizer Program
Location / State	NJ, NY
Job Category	Exempt
Client Description	A full-time Training Manager is needed to exemplify the values of our client which include performance with integrity, innovation, sense of urgency and passion for achievement. The Training Manager will be responsible for onboarding, new assign, ongoing training, POA meeting development, training materials and workshop development, project management as well as management development.
Job Responsibilities	▪Responsible for the following: -Onboarding new assigns and scheduling PDI compliance training and other required representative courses -Work with PDI U representative to build online curriculum tracking, test development and tracking -Partner with PDI sales operations for materials coordination and meeting planning -Developing and conducting New Assign Training as determined by client -Design and implementation of Ongoing and Advanced Training -Development of POA agenda, District Meeting workshops -Participates and presents during POA, Manager's meetings -Coordinating with client brand leads on content and materials -Coach and develop sales representatives during field visits providing feedback to management -Integrates and works collaboratively with client training department -Shares best practices regarding selling skills, territory and account management, product/disease state/competitive knowledge, industry knowledge and managed care dynamics -Project management of training workshops and e-learning development -Create training metrics in order to better calibrate value to client ▪Manage administrative responsibilities within specified timeframes. ▪Proactively identify problems/opportunities and solutions for process/performance improvement. ▪Develop project plans with timelines highlighting risk areas ▪Maintain strict adherence to all PDI and client compliance requirements. ▪Build strong relationships and customer loyalty. ▪Demonstrate PDI key attributes.
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

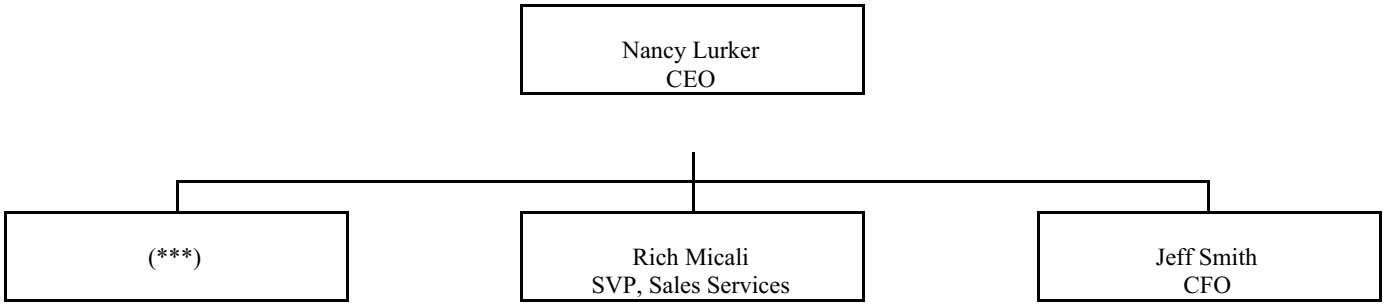
National Sales Manager

Job Title	National Sales Director – Full Time
Division	Pfizer Program
Location / State	Varied
Job Category	Exempt
Client Description	A full-time National Sales Director is needed to exemplify the values of our client which include performance with integrity, innovation, sense of urgency and passion for achievement. The National Sales Director will be responsible to manage a team of Regional Sales Managers, District Sales Managers and Sales Representatives and meet or exceed established program sales and/or market share targets and call plan goals. The National Sales Director is the point of contact with the client and is responsible to ensure that budget is managed and strategy is executed and achieved through effective leadership of the PDI team.
Job Responsibilities	·High level of client interaction ·Build relationships internally with matrix team and externally with client ·Use negotiation tactics to maintain effective relationship that resolves issues among multiple stakeholders ·Anticipate client needs or potential conflicts and proactively problem solve for the solution that best balances client needs and client relationship ·High level of business acumen including ability to build solid business plans based on analysis of key performance metrics and understanding of market place issues/opportunities ·Strong foundation of customer focused consultative selling skills ·Knowledge of managed care and other health care related current events ·Understanding of pharmaceutical marketing principles ·Demonstrated ability to execute a talent strategy of hiring, assessing, developing people and succession planning ·Strong performance management; ability to make difficult decisions ·Create an environment that enables the program's Regional Sales Managers, District Sales Managers and Sales Representatives to achieve greater results in alignment with client expectations ·Define program performance indicators and assess skills and competencies of sales team to meet/exceed expectations and contractual requirements; diligently monitor performance metrics ·Efficiently manage budget and resources within the scope of the PDI business model and expense policy guidelines ·High level of integrity and adherence to all compliance guidelines ·Demonstrated ability to learn product/disease state information ·Proven relationship management, account/business development skills ·Maintain a fully staffed and productive field-force. Manage vacancies and turnover through active involvement in the recruitment and selection process. ▪Develop and coach RSM's across all core responsibilities and functions, and complete follow up written summaries of all significant interactions: POA meetings, field-rides, training classes, and business reviews with RSMs ▪Demonstrate PDI key attributes
Job Requirements	[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

EXHIBIT D

ORGANIZATIONAL CHART OF PDI FOR OPERATIONAL PHASE



***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

EXHIBIT E
LIST OF TERRITORIES

[***].

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

Exhibit F

PDI Drug Screening Policy

PDI, Inc.

A. Acknowledgment and Consent Form

I acknowledge that I have received and read a copy of the Company's substance abuse policy statement, and agreed to abide by its items

If applying for a position with the Company, I understand and agreed that I must, as a condition of employment, satisfactorily complete a urinalysis to determine the presence of controlled substances.

When required to submit to a Drug Test pursuant to the Company's Policy. I certify that the specimen to be provided will be my urine and that it will be voluntarily given for the purpose of controlled substance urinalysis testing. I authorize any physician or medical facility retained by the Company to collect samples as required and to provide test results and evaluations to Company management. If test results are positive, they will be reviewed by our Medical Review Officer and discussed with the applicant. If results are verified as positive, the applicant will be considered ineligible for employment with the Company at that time.

If employed by the Company, I recognize and agree that the Company may exercise its rights without prior warning or notice to conduct inspections of its property (including but not limited to files, lockers, desks and vehicles) and in certain circumstances any personal property.

I understand that if the results of substance screening or inspections indicate that I have violated the Company's rules on controlled substances or alcohol, or if I am otherwise in violation of the Company's substance abuse policy, I will be subject to disciplinary action up to and including immediate discharge.

_____
SIGNATURE

_____
DATE

_____
SIGNATURE OF COMPANY REPRESENTATIVE

_____
DATE

(To be signed at time of receipt of the Substance Abuse Policy Statement and in the presence of a company representative)

PDI, Inc.

Substance Abuse Policy Statement
(For Applicants and Employees)

I. Statement of Purpose

We at PDI, Inc., (Hereinafter "PDI"), have a vital interest in ensuring safe, healthful and effective working conditions for our employees. The unlawful or improper presence or use of controlled substances or alcohol in the workplace, during work time, and while engaged in Company activities conflicts with these vital interests. For these reasons, we have established, as a condition of employment and continued employment with PDI, the following substance abuse policy.

This policy statement is a summary of our substance abuse program. A copy of our complete policy may be obtains through the Human Resources Department. Questions regarding the meaning or application of this policy should be directed to the Human Resources Department. This policy represents management guidelines only and should not be interpreted as a contract of employment.

II.Substance Abuse Policy

A.Prohibition of Unlawful or Unauthorized Presence of Controlled Substances and Alcohol in the Workplace

The unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol is absolutely prohibited on PDI's premises, in PDI's vehicles, in personal vehicles while engaged in PDI activities, on PDI's time, or while engaged in PDI's activities.

B.Prohibition of Working or Reporting to Work "Under the Influence"

No employee shall work, report to work, or be present on PDI's premises, in PDI's vehicles, in personal vehicles while engaged in PDI's activities or otherwise engaged in PDI's activities while "under the influence" of a controlled substance, alcohol or any substance which could compromise job performance or safety. This includes the use of prescription and over-the-counter drugs not used in accordance with the prescription directions.

C.Reporting the Use of Any Controlled Substances Which Significantly Affects Safety or Performance

1. An employee using or under the influence of a substance which could affect job performance or safety has an obligation to inquire and determine whether the legal substance he or she is taking may or will compromise his or her ability to safety and efficiently perform his or her job duties.

2. If the employee is using such a substance, the employee is required to obtain a written statement of any work restrictions from his or her physician.

3. Any such information must be reported to the employee's immediate supervisor prior to commencing work under the influence of any such substance, without disclosing the identity of the substance. Employees using any substance prescribed by a licensed physician must present the

controlled substance in its original container, for review by the Medical Review Officer ("MRO"), identifying the controlled substance, dosage, date of prescription, and authorizing physician.

D. Controlled Substance and Alcohol Testing Required

All applicants extended a conditional offer of employment must successfully complete a controlled substance test as a condition of employment.

When there is reasonable suspicion to believe an employee reported for work impaired, or whose performance/behavior suggests the use of alcohol or drugs, the employee will be subject to substance screening. All employees must sign an acknowledgement and consent form as a condition of continued employment.

Details concerning our testing program are contained in our complete policy and are available through the Human Resources Department.

E. Required Signing of Forms

Prior to any testing under this policy, applicants will be required to sign an Acknowledgement and Consent Form. All applicants have the right to refuse to undergo controlled substance testing. However, applicants refusing to sign the Acknowledgement and Consent Form will not be permitted to continue the employment process. Employees must sign the Acknowledgement and Consent Form as a condition of continued employment.

F. Confirmation and Review of Test Results

A gas chromatography/mass spectrometry or other equally reliable test will confirm all positive test results. If the test is confirmed positive, the MRO will review the test results to determine whether there is any legitimate explanation for the positive test result. Individuals testing positive will be given an opportunity to discuss with the MRO any legitimate reasons for testing positive, the MRO will report the results to Management as a verified positive test result. In such cases, applicants will be considered ineligible for employment with the Company at that time.

G. Inspections of Company Property

To control shortages, theft, and to locate missing items, inspections of work and personal areas may be conducted at any time. Similarly, the Company may conduct unannounced random inspections for controlled substances or alcohol on Company facilities and property such as, but not limited to, Company vehicles, desks, file cabinets, in which the Company retains a copy of the key or the combination, etc. Employees are expected to cooperate in the conduct of such inspections. Inspections of Company facilities and property may be conducted at any time and do not have to be based on reasonable suspicion.

H. Inspections of Employees Property

Inspections of employees and their personal property such as, but not limited to, vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought on to Company premises may be conducted when there is a reasonable suspicion to believe that the employee (1) is under the influence of a controlled substance or contraband, (2) has stolen articles, or (3) is otherwise in violation of this policy.

I. Compliance as a Condition of Employment

Full compliance with the foregoing policies by a PDI/Parallax employee is a condition of employment and continued employment at PDI.

J. Sanctions for Violation of Substance Abuse Policy

Violation of this substance abuse policy shall subject the employee to discipline up to and including immediate discharge.

K. Required Participation in Controlled Substance or Alcohol Rehabilitation

At the discretion of the Company, any employee who violates this policy may be required, in connection with or in lieu of disciplinary sanctions, to successfully participate in and complete a Company approved controlled substance or alcohol assistance or rehabilitation program.

Exhibit G

Grid Outlining Pfizer's and PDI's Training Responsibilities under the Program

Responsibility	Task
Pfizer	Training Materials; create and maintain inventory
Pfizer	Selling Platform
Pfizer	Managed Care Training
Pfizer	Expenses associated with training; travel, accommodations, materials
Pfizer	New Hire Training to be held at Pfizer Training Center; Rye Brook
Pfizer	Pfizer required compliance training
Pfizer	Facilitate selling certifications with PDI
PDI	PDI required compliance training; expense reporting policies
PDI	Drug Screen
PDI	Training Manager conducts and manages new hires through home study
PDI	Territory and Sales Analysis
PDI	Sales Force Automation
PDI	Training Manager presence at new hire class
PDI	Facilitate selling certifications with Pfizer
PDI	Ongoing product and disease state knowledge training
PDI	Coordinate use of PDI's LMS for compliance and testing requirements
PDI	Continued management development and training

Exhibit 10.20.3

Portions of this exhibit were omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to an application for confidential treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. Such portions are marked by [***].

AMENDMENT NO. 1 TO AMENDED AND RESTATED TASK ORDER NO. 1

This Amendment No. 1 to Amended and Restated Task Order No. 1 (this "Amendment"), effective as of February 1, 2010 (the "Effective Date") is entered into between Pfizer Inc ("Pfizer") and PDI, Inc. ("PDI"), pursuant to the Amended and Restated Master Services Agreement, effective November 1, 2009 between Pfizer and PDI (as amended to the date hereof, the "Agreement"), and is subject to all the terms and conditions set forth therein, except as may be otherwise expressly provided herein.

In the event of a conflict between the terms of the Agreement thereto and the terms of this Amendment, the terms in this Amendment shall prevail.

This Amendment amends the Amended and Restated Task Order No. 1 to the Agreement entered into between Pfizer and PDI as of January 1, 2010 (the "Task Order No. 1") as detailed below. There will be no additional costs to Pfizer as a result of these changes. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Task Order No. 1

Background & Purpose of this Amendment

The parties have a mutual desire to make certain changes to the Designated Physician list for the Program and wish to clarify that Designated Physicians who are at any time during an applicable quarter removed with Pfizer's approval from the Designated Physician list will be excluded from the calculation of the achievement of PDI's performance metrics pursuant to Task Order No. 1 for the applicable quarter.

In addition, in connection with PDI's performance of its 2010 Key Performance Milestones as set forth in Section 2 of Task Order No. 1, [***].

Impact on Performance Metrics set forth in Task Order No. 1

The following revisions to the performance metrics set forth in Task Order No. 1 shall be effective as of the Effective Date: [***].

Turnover of PDI Personnel

The parties agree that all PDI personnel [***] pursuant to Section 13 of the Task Order No. 1.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

All other terms and conditions in the Task Order No. 1 that are not hereby amended are to remain in full force and effect.

PDI, INC.

By: /s/ Nancy S. Lurker
Name: Nancy S. Lurker
Title: Chief Executive Officer

PFIZER INC.

By: /s/ Chris Gish
Name: Chris Gish
Title: Senior Director, Sales

Exhibit 10.20.4

Portions of this exhibit were omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to an application for confidential treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. Such portions are marked by [***].

AMENDMENT NO. 2 TO AMENDED AND RESTATED TASK ORDER NO. 1

This Amendment No. 2 to Amended and Restated Task Order No. 1 (this "***Amendment No. 2***"), effective as of June 28, 2010 (the "***Effective Date***") is entered into by and between Pfizer Inc. ("***Pfizer***") and PDI, Inc. ("***PDI***"), pursuant to the Amended and Restated Master Services Agreement by and between Pfizer and PDI entered into on September 23, 2009 (as amended to the date hereof, the "***Agreement***"), and is subject to all the terms and conditions set forth therein.

This Amendment amends the Amended and Restated Task Order No. 1 to the Agreement entered into by and between Pfizer and PDI as of January 1, 2010, as subsequently amended by that certain Amendment No. 1 to the Amended and Restated Task Order No. 1 effective as of February 1, 2010 (collectively, "***Task Order No. 1***"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in Task Order No. 1.

WHEREAS, the parties desire to define the conditions upon which PDI shall be entitled to earn the [***] available for 2010, and make certain other changes to Task Order No. 1;

NOW, THEREFORE, the parties hereby agree as follows:

1. Section E of Task Order No. 1, entitled "Ongoing Program Management/Steady State", is amended by deleting the following language from subsection 11 thereof appearing under the heading "[***].

2. The following shall be substituted for the above-referenced deletion, it being intended that the parties describe their agreement as to the methodology of PDI earning the [***].

   PDI will have earned [***] with respect to each of the Products specified in the chart above for each of the First Period and the Second Period, respectively, if [***].

3. Section B, entitled "Program Teams", of Task Order No. 1 shall be amended by deleting the current PDI Contact Person and substituting the following therefor:

"PDI Contact Person:

Rick Shalaby
National Sales Director
PDI, Inc.
Morris Corporate Center, Building A
300 Interpace Parkway
Parsippany, NJ 07054
(862) 207-7800
rshalaby@pdi-inc.com"

4. All other terms and conditions in Task Order No. 1 that are not hereby amended shall remain in full force and effect. In the event of a conflict between the terms of this Amendment No. 2 and the terms of the Agreement or Task Order No. 1, the terms of this Amendment No. 2 shall prevail.

PDI, Inc.	**PFIZER INC**
By: /s/ Nancy S. Lurker	By: /s/ Chris Gish
Name: Nancy S. Lurker	Name: Chris Gish
Title: Chief Executive Officer	Title: Senior Director, Sales

Exhibit 10.20.5

Portions of this exhibit were omitted and filed separately with the Secretary of the Securities and Exchange Commission pursuant to an application for confidential treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934. Such portions are marked by [***].

AMENDMENT NO. 3 TO AMENDED AND RESTATED TASK ORDER NO. 1

This Amendment No. 3 to Amended and Restated Task Order No. 1 (this "***Amendment No. 3***"), effective as of October 1, 2010 (the "***Effective Date***") is entered into by and between Pfizer Inc. ("***Pfizer***") and PDI, Inc. ("***PDI***"), pursuant to the Amended and Restated Master Services Agreement by and between Pfizer and PDI entered into on September 23, 2009 (as amended to the date hereof, the "***Agreement***"), and is subject to all the terms and conditions set forth therein.

This Amendment No. 3 amends the Amended and Restated Task Order No. 1 ("***Task Order No. 1***") entered into by and between Pfizer and PDI as of January 1, 2010, as subsequently amended by that certain Amendment No. 1 to the Amended and Restated Task Order No. 1 effective as of February 1, 2010, and as further amended by that certain Amendment No. 2 to the Amended and Restated Task Order No. 1 effective as of June 28, 2010.

Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to such terms in Task Order No. 1, as amended to date.

WHEREAS, the parties desire to waive certain call plan adherence goals and to confirm payment by Pfizer to PDI of certain [***] under Task Order No. 1 with respect to the third calendar quarter of 2010.

NOW, THEREFORE, the parties hereby agree as follows:

1. Notwithstanding anything to the contrary contained in Section 11 of Task Order No. 1 or elsewhere under Task Order No. 1 (as amended to date), Pfizer agrees to: [***].

2. All other terms and conditions in Task Order No. 1 that are not hereby amended shall remain in full force and effect. In the event of a conflict between the terms of this Amendment No. 3 and the terms of the Agreement or Task Order No. 1, the terms of this Amendment No. 3 shall prevail.

***** Confidential material which has been omitted and filed separately with the Securities and Exchange Commission.**

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Amended and Restated Task Order No. 1 to be executed by their fully authorized representatives as of the date first above written.

PDI, INC.

By: /s/ Nancy S. Lurker
Name: Nancy S. Lurker
Title: Chief Executive Officer

PFIZER INC

By: /s/ Angela Hwang
Name: Angela Hwang
Title: Vice President, U.S. Established Brands

EXHIBIT 31.1

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Nancy S. Lurker, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of PDI, Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: January 28, 2011 /s/ Nancy S Lurker

Name: Nancy S. Lurker
Title: Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Jeffrey E. Smith, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of PDI, Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: January 28, 2011 /s/ Jeffrey E. Smith

Name: Jeffrey E. Smith
Title: Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with Amendment No. 1 to the Annual Report of PDI, Inc. (the "Company") on Form 10-K/A for the period ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 28, 2011 /s/ Nancy S Lurker

Name: Nancy S. Lurker
Title: Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with Amendment No. 1 to the Annual Report of PDI, Inc. (the "Company") on Form 10-K/A for the period ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 28, 2011 /s/ Jeffrey E. Smith

Name: Jeffrey E. Smith
Title: Chief Financial Officer
(Principal Financial Officer)