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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): September 13, 2022

Tabula Rasa HealthCare, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	001-37888	46-5726437
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

228 Strawbridge Drive, Suite 100
Moorestown, New Jersey 08057
(Address of Principal Executive Offices, and Zip Code)

(866) 648-2767
Registrant's Telephone Number, Including Area Code

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001	TRHC	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 13, 2022 (the "Effective Date"), Tabula Rasa HealthCare, Inc. (the "Company") entered into a cooperation agreement (the "Cooperation Agreement") with Indaba Capital Management, L.P. ("Indaba").

Pursuant to the Cooperation Agreement, on the Effective Date, Dr. Calvin H. Knowlton and Dr. Orsula V. Knowlton resigned (i) as Chief Executive Officer of the Company and Co-President and Chief Marketing & New Business Development Officer of the Company, respectively, and from the Board of Directors of the Company (the "Board"). Also as of the Effective Date, the Board appointed Jonathan D. Schwartz and Derek C. Schrier, Managing Partner and Chief Investment Officer of Indaba, as Class III members of the Board to fill the vacancies created by the resignation of the Drs. Knowlton. As Class III directors, Messrs. Schwartz's and Schrier's terms will expire at the Company's 2025 annual meeting of stockholders (the "2025 Annual Meeting"); provided, however, that Messrs. Schwartz and Schrier intend to voluntarily stand for election at the Company's 2023 annual meeting of stockholders (the "2023 Annual Meeting") and 2024 annual meeting of stockholders. As provided for in the Cooperation Agreement and following Dr. C. Knowlton's resignation as Chief Executive Officer on the Effective Date, Brian W. Adams was appointed as the Company's Interim Chief Executive Officer, pending an executive search being conducted by the Company for a permanent successor.

Messrs. Schwartz and Schrier have each been appointed to the Board's newly-formed Strategic Review Committee, together with Dr. Jan Berger, with Mr. Schrier serving as Chair. The Strategic Review Committee will oversee the Company's current strategic process relating to the sale of non-core assets and exploring other strategic alternatives and value creation opportunities with a view toward maximizing stockholder value. Additionally, Mr. Schwartz has been appointed as the Chair of the Compensation Committee and as a member of the newly-consolidated Nominating and Governance Committee.

As provided for in the Cooperation Agreement, on the Effective Date, Michael Purcell was appointed Independent Chair of the Board, and A Gordon Tunstall has stepped down as the Board's Lead Independent Director. Mr. Tunstall will resign from the Board on the earlier of: (x) the appointment of a third, new independent director designated by Indaba, who is racially or ethnically diverse, subject to the Board's approval; and (y) December 31, 2022. Pursuant to the Cooperation Agreement, the Company will seek stockholder approval at its upcoming 2023 Annual Meeting to amend its articles of incorporation to declassify the Board, with the goal of fully declassifying the Board by the 2025 Annual Meeting.

As a part of the Cooperation Agreement, Indaba has agreed to customary standstill provisions during the Term (as defined below), which provide that, subject to certain exceptions, Indaba will not, among other matters: (i) seek, alone or in concert with others, the election, nomination, or removal of a director of the Company; (ii) solicit proxies of stockholders or encourage or assist other stockholders to withhold their vote or proxy or similar campaign; (iii) indicate interest in or make any offer or proposal with respect to certain extraordinary transactions involving the Company; (iv) make any proposal for consideration at any meeting of stockholders of the Company; (v) enter into a voting trust, arrangement, or agreement with respect to any voting securities; or (vi) sell, offer, or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities of the Company held by Indaba or any Indaba affiliate to any third party that would knowingly result in such third party, together with its affiliates and associates, owning, controlling, or otherwise having any beneficial or other ownership interest in the aggregate of more than 4.9% of the shares of the Company's common stock outstanding at such time, except in a transaction approved by the Board; in each case as further described in the Cooperation Agreement.

As a part of the Cooperation Agreement, on the Effective Date, Indaba irrevocably withdrew its stockholder inspection demand letter that it delivered to the Company on July 27, 2022, pursuant to Section 220 of the Delaware General Corporation Law (the "DGCL"), and irrevocably waived its rights to inspect the Company's books and records pursuant to Section 220 of the DGCL or the common law during the Term (as defined below).

Except as provided in the Cooperation Agreement, each party also agreed that, during the Term, it will not, and will not permit any of its affiliates or representatives to, directly or indirectly, alone or in concert with others, encourage, pursue, or assist any other person to threaten or initiate any lawsuit, claim, or other proceeding before any court against the other party, any of its affiliates, or its representatives. The parties also agreed to customary mutual non-disparagement provisions, pursuant to which each party agreed not to directly or indirectly, make, transmit, or otherwise communicate in any way any remark, comment, communication, or other statement of any kind, that might reasonably constitute an ad hominem attack on, or otherwise defames, the other party or any of its representatives, or any of their businesses, products, or services, during the Term.

The term of the Cooperation Agreement (the "Term") begins on the Effective Date and ends forty-five (45) days before the nomination window closes under the Company's bylaws for the Company's 2023 Annual Meeting. Currently, the nomination window is expected to close on February 10, 2023.

The foregoing description of the Cooperation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Cooperation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

Appointment of New Directors

Item 1.01 of this Current Report on Form 8-K as it relates to the appointment of Messrs. Schwartz and Schrier as Class III directors and their appointment to committees of the Board is incorporated herein by reference.

Messrs. Schwartz and Schrier will each receive the same benefits and the same compensation as other non-management directors on the Board pursuant to the Company's non-employee director compensation policy, as described on page 32 of the Company's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 28, 2022.

Other than as described in Item 1.01 of this Current Report on Form 8-K and the Cooperation Agreement, there are no arrangements or understandings between Messrs. Schwartz and Schrier or any other persons pursuant to which they were named directors of the Company. There are no family relationships between Messrs. Schwartz or Schrier and any director or executive officer of the Company, and the Company has not entered into any transactions with Messrs. Schwartz or Schrier that are reportable pursuant to Item 404(a) of Regulation S-K.

Resignations of Dr. C. Knowlton and Dr. O. Knowlton

Item 1.01 of this Current Report on Form 8-K as it relates to the resignation of Dr. C. Knowlton and Dr. O. Knowlton as officers of the Company and from the Board is incorporated herein by reference.

On the Effective Date, the Company entered into executive transition and separation agreements with each of Dr. C. Knowlton and Dr. O. Knowlton (the "Separation Agreements"). Pursuant to the Separation Agreements, the Company has agreed to provide each of Dr. C. Knowlton and Dr. O. Knowlton the following severance payments and benefits: (i) continuation of their respective base salaries ($566,500 in the case of Dr. C. Knowlton and $463,500 in the case of Dr. O. Knowlton) in accordance with the Company's regular payroll practices, less all relevant taxes and other withholdings, for a period of eighteen (18) months following the Effective Date; (ii) continued health coverage under the Company's health plan under the Consolidated Omnibus Budget Reconciliation Act for the eighteen (18) months following the Effective Date; and (iii) reimbursement for reasonable fees and costs incurred for outplacement services during the twelve (12) months following the Effective Date, up to a maximum of $25,000. Additionally, 424,707 of Dr. C. Knowlton's unvested shares of restricted stock and 301,542 of Dr. O. Knowlton's unvested shares of restricted stock were accelerated and vested as of the Effective Date. All other restricted stock awards, including all performance stock unit awards, held by Dr. C. Knowlton and Dr. O. Knowlton that remained unvested as of the Effective Date terminated and were cancelled.

The Separation Agreements also include certain mutual releases and customary non-competition, non-solicitation, non-disparagement, proprietary information, invention assignment, and return of property provisions in favor of the Company. Each of Dr. C. Knowlton and Dr. O. Knowlton agreed to release the Company, each of its affiliated entities, and their respective current and former affiliates from any and all claims, liabilities, and obligations, both known and unknown, arising from or related to events, acts, or omissions occurring prior to or on the Effective Date, and the Company has agreed to release each of Dr. C. Knowlton and Dr. O. Knowlton from certain claims, liabilities, and obligations as set forth in the Separation Agreements. Under the non-competition provisions, each of Dr. C. Knowlton and Dr. O. Knowlton agreed that, without the prior written consent of the Company, for a period of three (3) years, they will not: (i) directly or indirectly engage in, represent in any way, be connected with, or otherwise render any services to any Competing Business (as defined therein) competing with the business of the Company or subsidiary or affiliate thereof in the United States; or (ii) assist others in engaging in any Competing Business in the manner described in clause (i) above. Additionally, each of Dr. C. Knowlton and Dr. O. Knowlton agreed that, for a period of three (3) years, they will not directly or indirectly: (i) induce or solicit any employees of the Company or any subsidiary or affiliate thereof to terminate their employment with the Company or any such subsidiary or affiliate or to engage in any Competing Business; (ii) hire any employee of the Company or any subsidiary or affiliate thereof or any person who was employed by the Company in the twelve-month period prior to the hiring; or (iii) induce any entity or person with which the Company or any subsidiary or any affiliate thereof has a business relationship to terminate or alter such business relationship.

Also on the Effective Date, the Company entered into consulting services agreements with each of Dr. C. Knowlton and Dr. O. Knowlton (the "Consulting Agreements"), pursuant to which Dr. C. Knowlton and Dr. O. Knowlton each have agreed to provide certain consulting and advisory services to the Company during the Consulting Term (as defined below), including assisting with the transition of key client relationships and strategic business partners and prospects. In exchange for rendering such services, Dr. C. Knowlton and Dr. O. Knowlton will be paid an hourly rate of $265 and $216, respectively, over the Consulting Term. The "Consulting Term" begins on the Effective Date and automatically terminates on December 31, 2022, provided that the Consulting Term may be extended by mutual agreement of the parties and may be terminable by either party for any reason or no reason upon thirty (30) days advance written notice.

The foregoing descriptions of the Separation Agreements and the Consulting Agreements do not purport to be complete and are qualified in their entireties by reference to the full texts of the Separation Agreements and the Consulting Agreements, which are filed as Exhibits 10.2, 10.3, 10.4, and 10.5 to this Current Report on Form 8-K and are incorporated herein by reference.

Appointment of Interim Chief Executive Officer

Item 1.01 of this Current Report on Form 8-K as it relates to the appointment of Mr. Adams as the Company's Interim Chief Executive Officer is incorporated herein by reference.

Mr. Adams biographical information (as required by Item 401(b) of Regulation S-K) and business experience (as required by Item 401(e) of Regulation S-K) was previously disclosed under Item 5.02 of the Current Report on Form 8-K and Amendment No. 1 on Form 8-K/A filed by the Company with the Securities and Exchange Commission on November 12, 2021 and December 17, 2021, respectively, and is incorporated herein by reference. As previously disclosed, there are no family relationships between Mr. Adams and any director or executive officer of the Company, and the Company has not entered into any transactions with Mr. Adams that are reportable pursuant to Item 404(a) of Regulation S-K. Other than as described in Item 1.01 of this Current Report on Form 8-K and the Cooperation Agreement, there are no arrangements or understandings between Mr. Adams and any other persons pursuant to which he was selected as the Company's Interim Chief Executive Officer and there will be no change to Mr. Adams' compensation arrangements with the Company.

Item 7.01. Regulation FD Disclosure.

On September 14, 2022, the Company issued a press release announcing the Company's entry into the Cooperation Agreement, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference. Also on September 14, 2022, the Company issued a press release announcing the leadership transition arrangements described in this Current Report on Form 8-K, a copy of which is attached hereto as Exhibit 99.2 and incorporated herein by reference.

The information furnished pursuant to this Item 7.01 and the accompanying Exhibits 99.1 and 99.2 shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, and is not to be incorporated by reference into any filing of the Company.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	**Description of Exhibit**
10.1*	Cooperation Agreement, by and between Tabula Rasa HealthCare, Inc. and Indaba Capital Management, L.P., dated as of September 13, 2022
10.2	Executive Transition and Separation Agreement, by and between Tabula Rasa HealthCare, Inc. and Dr. C. Knowlton, dated as of September 13, 2022
10.3	Executive Transition and Separation Agreement, by and between Tabula Rasa HealthCare, Inc. and Dr. O. Knowlton, dated as of September 13, 2022
10.4	Consulting Agreement, by and between Tabula Rasa HealthCare, Inc. and Dr. C. Knowlton, dated as of September 13, 2022
10.5	Consulting Agreement, by and between Tabula Rasa HealthCare, Inc. and Dr. O. Knowlton, dated as of September 13, 2022
99.1	Tabula Rasa HealthCare, Inc. Press Release, dated September 14, 2022
99.2	Tabula Rasa HealthCare, Inc. Press Release, dated September 14, 2022
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

* Certain of the exhibits and schedules to this exhibit are omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally to the Securities and Exchange Commission, upon request, a copy of any omitted schedule or exhibit.

SIGNATURES

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

TABULA RASA HEALTHCARE, INC.

By: /s/ Brian W. Adams
Brian W. Adams
Interim Chief Executive Officer

Dated: September 14, 2022

Exhibit 10.1

COOPERATION AGREEMENT

This Cooperation Agreement (this "**Agreement**"), effective as of September 13, 2022 (the "**Effective Date**"), is entered into by and between Tabula Rasa HealthCare, Inc., a Delaware corporation (the "**Company**"), and Indaba Capital Management, L.P. ("**Indaba**"). Indaba and each of its Affiliates (as defined below) are collectively referred to as the "**Investors**." The Company and Indaba are sometimes together referred to herein as the "**Parties**," and each, a "**Party**."

WHEREAS, the Investors beneficially own 6,521,578 shares of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), and hold $89,728,000 aggregate principal amount of the Company's 1.75% convertible senior subordinated notes due February 15, 2026 (the "**Senior Notes**"), which, subject to conditions and adjustments described in the indenture governing the Senior Notes, the Investors have the right to convert into 1,282,805 shares of Common Stock as of the Effective Date; and

WHEREAS, the Parties have determined that it is in their respective best interests to come to an agreement with respect to the composition of the Board of Directors of the Company (the "**Board**") and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises, representations and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Board Composition and Related Matters.

(a) **Board Matters**.

(i) Effective upon the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to (A) accept the resignations tendered by each of Dr. Calvin Knowlton and Dr. Orsula Knowlton (together, the "Knowltons") as directors of the Company, who the Company hereby represents have submitted, or shall no later than the date hereof submit, letters of resignation to the Board that will become effective immediately prior to the appointment of the New Directors (as defined below) and (B) appoint Jonathan D. Schwartz (the "**Non-Indaba Designee**") to the Board as a Class III director and Derek C. Schrier (the "**Indaba Designee**" and together with the Non-Indaba Designee, the "**New Directors**") to the Board as a Class III director. Notwithstanding that the New Directors will be appointed as Class III directors with terms expiring at the 2025 annual meeting of stockholders (the "**2025 Annual Meeting**"), the New Directors intend to voluntarily stand for election at the Company's 2023 annual meeting of stockholders (the "**2023 Annual Meeting**") and 2024 annual meeting of stockholders.

(ii) During the period commencing on the Effective Date through the end of the 2023 Annual Meeting, the size of the Board shall not exceed nine (9) members without the prior written consent of Indaba (such consent not to be unreasonably withheld, conditioned or delayed).

(iii) Effective upon the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to (A) appoint Michael Purcell as the independent Chair of the Board and (B) eliminate the role of Lead Independent Director of the Board.

(iv) Following the Effective Date, Mr. A Gordon Tunstall will continue to serve on the Board as an independent director until the earlier of (x) the appointment of a third, new independent director designated by Indaba, who is racially or ethnically diverse, subject to the Board's approval, which is not to be unreasonably withheld and (y) December 31, 2022, at which time he will voluntarily resign from the Board (with such resignation not to be unreasonably withheld, conditioned or delayed).

(b) **Board Committees**.

(i) Effective upon the appointment of the New Directors, the Board shall take all necessary actions to form a Strategic Review Committee of the Board (the "**Strategic Committee**"). The scope of the Strategic Committee will be to oversee the Company's current strategic process relating to the sale of non-core assets and explore other strategic alternatives and value creation opportunities with a view toward maximizing stockholder value. The Strategic Committee shall consist of no more than three (3) directors, who shall initially be the New Directors and Dr. Jan Berger, to serve until the 2023 Annual Meeting. The Indaba Designee shall serve as Chair of the Strategic Committee until the 2023 Annual Meeting.

(ii) Effective upon the appointment of the New Directors, the Board shall take all necessary actions to consolidate the Corporate Governance Committee of the Board and Nominating Committee of the Board into one committee of the Board (the "**Nominating and Governance Committee**"), consisting of no more than three (3) directors, who shall initially be the Non-Indaba Designee, Kathrine O'Brien, and Dennis Helling, to serve until the 2023 Annual Meeting. Ms. O'Brien shall serve as Chair of the Nominating and Governance Committee until the 2023 Annual Meeting.

(iii) Effective upon the appointment of the New Directors, the Board shall take all necessary actions to reduce the size of the Compensation Committee of the Board (the "**Compensation Committee**"), such that it shall consist of no more than three (3) directors, who shall initially be the Non-Indaba Designee, Pamela Schweitzer, and Ms. O'Brien, to serve until the 2023 Annual Meeting. The Non-Indaba Designee shall serve as Chair of the Compensation Committee until the 2023 Annual Meeting.

(iv) Effective upon the appointment of the New Directors, the Board shall take all necessary actions to reconstitute the Audit Committee of the Board (the "**Audit Committee**"), such that it consists of no more than three (3) directors, who shall initially be of Mr. Purcell, Dr. Berger, and Samira Beckwith, to serve until the 2023 Annual Meeting. Mr. Purcell shall continue to serve as Chair of the Audit Committee until the 2023 Annual Meeting.

(c) **Board Compensation and Other Benefits**. The Company agrees that each New Director (and any Replacement Director) shall receive (i) the same benefits of director and officer insurance as all other non-management directors on the Board, (ii) the same compensation for his or her service as a director as the compensation received by other non-management directors on the Board, and (iii) such other benefits on the same basis as all other non-management directors on the Board.

(d) **Board Policies and Procedures**. Each Party acknowledges that each New Director (and any Replacement Director), shall be governed by all the same policies, processes, procedures, codes, rules, standards and guidelines applicable to members of the Board (collectively, the "**Company Policies**"), and will be required to strictly adhere to the Company's policies on confidentiality imposed on all members of the Board. Notwithstanding anything to the contrary contained in this Agreement or the Company Policies, the Indaba Designee (and any Replacement Director) may provide Confidential Information (as defined below) of the Company to Indaba or legal counsel retained by Indaba that the Indaba Designee (or any Replacement Director) learns in his or her capacity as a member of the Board; provided, however, that prior to providing such Confidential Information, the intended recipients shall execute a customary confidentiality agreement pursuant to which (i) they shall be informed of the confidential nature of the Confidential Information and (ii) Indaba shall cause such intended recipients to refrain from disclosing the Confidential Information to anyone, by any means, or from otherwise using the Confidential Information in any way other than in connection with assisting Indaba in the evaluation of its investment in the Company.

(e) **Replacement Rights**. If, at any time prior to the Termination Date, either of the New Directors (or any Replacement Director) is unable to serve as a director for any reason and ceases to be a director, Indaba shall have the right to propose to the Company a replacement director (a "**Replacement Director**") with relevant financial and business experience, who qualifies as "independent" pursuant to Nasdaq Stock Market LLC's listing standards and the Securities and Exchange Commission (the "SEC") rules and regulations; provided that Indaba's right to propose a Replacement Director pursuant to this Section 1(e) shall terminate when the Investors cease to beneficially own, in the aggregate, the Minimum Ownership Amount (as defined below). Any candidate for Replacement Director shall be subject to the reasonable approval of the Nominating and Governance Committee and the Board, which approval shall occur as soon as practicable following Indaba proposing a director and shall not be unreasonably withheld, conditioned or delayed, and such Replacement Director shall be appointed to the Board within five (5) business days after the Board and the Nominating Committee have approved of such candidate. Any Replacement Director appointed to the Board in accordance with this Section 1(e) shall be appointed to any applicable committee of the Board of which the replaced director was a member immediately prior to such director's resignation or removal. In the event the Board or the Nominating and Governance Committee determines in good faith not to approve any Replacement Director proposed by Indaba, Indaba shall have the right to propose additional Replacement Directors in accordance with this Section 1(e) until a Replacement Director is appointed to the Board.

(f) **Board Declassification**. The Company agrees that following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to seek the approval of the Company's stockholders at the 2023 Annual Meeting of an amendment to the Certificate of Incorporation (as defined below) to declassify the structure of the Board, such that all directors up for election beginning with the 2023 Annual Meeting will be elected for a one year term (assuming stockholder approval of the amendment to the Certificate of Incorporation providing for such declassification), with the Board becoming fully declassified by the 2025 Annual Meeting.

2. **Management Transition and Related Matters**

(a) Effective upon the execution of this Agreement, the Knowltons will deliver their respective resignation notices to the Board, pursuant to which the Knowltons will resign from any and all positions of the Company they each respectively hold (the "Resignations"), with such Resignations to be effective as of the Effective Date. Effective upon the Resignations, Brian Adams will be appointed as interim Chief Executive Officer **(**provided, however, that oversight with respect to the matters indicated on Schedule 1 attached hereto shall be assigned to the Company's Chief Financial Officer, who shall then report directly to both the interim Chief Executive Officer and the Board on such matters) and the Board shall commence a search for a new Chief Executive Officer of the Company promptly following the Resignations.

(b) In connection with the Resignations, each of the Knowltons will enter into an executive separation agreement effective as of the Effective Date in the form attached hereto as Exhibit A.

(c) Effective upon the Resignations, the Company will enter into consulting agreements with each of the Knowltons, in the form attached hereto as Exhibit B, in order to facilitate the successful transition of his or her, as applicable, responsibilities.

3. **Withdrawal of Section 220 Demand And Waiver Of Inspection Rights During The Term.** As of the Effective Date, Indaba shall be deemed to have irrevocably withdrawn its stockholder inspection demand letter (the "Section 220 Demand") that it delivered to the Company on July 27, 2022, pursuant to Section 220 of the DGCL. During the Term, Indaba and its Affiliates irrevocably waives any and all rights to inspect the Company's books and records pursuant to Section 220 of the DGCL or the common law.

4. **No Litigation and General Release of Claims**. During the Term, each Party hereby covenants and agrees that it shall not, and shall not permit any of its Affiliates or Representatives to, directly or indirectly, alone or in concert with others, encourage, pursue, or assist any other person to threaten or initiate any lawsuit, claim, or other proceeding before any court (each, a "**Legal Proceeding**") against the other Party, any of its Affiliates, or its Representatives, except for (a) any Legal Proceeding initiated primarily to remedy a breach of or to enforce this Agreement, or (b) counterclaims with respect to any proceeding initiated by or on behalf of one Party or its Affiliates against any other Party or its Affiliates; provided, however, that the foregoing shall not prevent any Party or any of its Representatives from responding to oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes (each, a "**Legal Requirement**") in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, on behalf of, or at the direct or indirect suggestion of such Party or any of its Representatives; provided, further, that in the event any Party or any of its Representatives receives such Legal Requirement, such Party shall give prompt written notice of such Legal Requirement to the other Party (except where such notice would be legally prohibited or not practicable). Each Party represents and warrants to each other Party that neither it nor any assignee has filed any Legal Proceeding or is aware of any Legal Proceeding, or a Legal Requirement related thereto, against any other Party that has not been disclosed to such other Party prior to the date hereof. It is understood and that in consideration of the mutual promises and covenants contained herein, and after consultation with their respective counsel, the Company, on the one hand, and each other Party, on the other hand, on behalf of themselves and for all of their past and present related, parent and subsidiary companies, joint venturers, limited liability companies, and partnerships, successors, assigns, and the respective owners, officers, directors, nominees for election to the Board, agents, employees, shareholders, members, consultants and attorneys, Affiliates, and other Representatives of each of them (collectively "**Affiliated Persons**" and each, an "**Affiliated Person**"), irrevocably and unconditionally release, acquit and forever discharge the other and all of their Affiliated Persons, from any and all causes of action, claims, actions, rights, judgments, obligations, damages, demands, losses, controversies, contentions, complaints, promises, accountings, bonds, bills, debts, dues, sums of money, expenses, specialties and fees and costs (whether direct, indirect or consequential, incidental or otherwise including, without limitation, attorney's fees or court costs, of whatever nature) incurred in connection therewith of any kind whatsoever, whether known or unknown, suspected or unsuspected, in their own right and derivatively, in law or in equity or liabilities of whatever kind or character (the "**Claims**"), which the Parties have or may have against one another based upon events occurring prior to the date of the execution of this Agreement, including, without limitation, arising out of or related to the Section 220 Demand, the engagement and interactions between the Investors and the Company (either directly or through their respective Representatives) and the Parties' communications with other investors in the Company (the "**Released Matters**"). The Parties acknowledge that this general release of claims includes, but is not limited to, any and all statutory and common law claims for, among other things, fraud and breach of fiduciary duty based upon events occurring prior to the Effective Date. The Parties intend that the foregoing release be broad with respect to the Released Matters, provided, however, this release and waiver of Claims does not release any rights and duties under this Agreement and shall not include any actions or claims any Party may have for breach of, or to enforce, the terms of this Agreement.

Each of the Parties to this Agreement represents and warrants that it has not heretofore transferred or assigned, or purported to transfer or assign, to any person, firm, or corporation any claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, or indemnities herein released.

The Company, on the one hand, and the Investors, on the other hand, on behalf of themselves and their Affiliated Persons, each acknowledge that as of the Effective Date, the Parties may have claims against an Affiliated Person that a Party does not know or suspect to exist in his, her or its favor, including, but not limited to claims that, had they been known, might have affected the decision to enter into this Agreement, or to provide the general release set forth in this Section 4. In connection with any such claims, the Parties agree that they intend to waive, relinquish, and release any and all provisions, rights, and benefits any state or territory of the United States or other jurisdiction that purports to limit the application of a release to unknown claims, or to facts unknown at the time this Agreement was entered into. Without limiting the foregoing, the Parties expressly waive any right or protection under Section 1542 of the California Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. In connection with the foregoing waiver, the Parties acknowledge that they, or any of them, may (including after the Effective Date) discover facts in addition to or different from those known or believed by them to be true with respect to the subject matter of this Agreement, but it is the intention of the Parties to complete, fully, finally, and forever compromise, settle, release, discharge, and extinguish any and all claims that they may have against each other and their Affiliated Person, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, that now exist or previously existed, without regard to the subsequent discovery of additional or different facts. The Parties acknowledge that the foregoing waiver is a key, material, bargained-for element to this Agreement and the general release that is part of it. The Parties further acknowledge that nothing is this this Section 4, will prevent directors from carrying out in good faith their fiduciary duties as directors of the Company.

5. Mutual Non-Disparagement.

(a) Subject to Section 6, Indaba agrees that, during the Term, neither it nor any other Investor shall, and it shall cause each of its Representatives and the other Investors' Representatives not to, directly or indirectly, in any capacity or manner, make, transmit or otherwise communicate in any way any remark, comment, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably constitute an ad hominem attack on, or otherwise defames, the Company or any of its Representatives, or any of their businesses, products or services.

(b) The Company hereby agrees that, during the Term, neither it nor any of its Representatives shall, and it shall cause each of its Representatives not to, directly or indirectly, in any capacity or manner, make, transmit or otherwise communicate in any way any remark, comment, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, or constitute an ad hominem attack on, or otherwise defames the reputation or good name of the Investors or any of their Representatives, or any of their businesses, products or services.

(c) Notwithstanding the foregoing, nothing in this Section 5 or elsewhere in this Agreement shall prohibit any Party from making any factual statement, including as required under the federal securities laws or other applicable laws (including to comply with any subpoena or other legal process from any governmental or regulatory authority with competent jurisdiction over the relevant Party hereto) or stock exchange regulations.

(d) The limitations set forth in Sections 5(a) and 5(b) shall not prevent any Party from responding to any public statement made by the other Party of the nature described in Sections 5(a) and 5(b), if such statement by the other Party was made in breach of this Agreement.

6. Standstill

(a) During the Term, Indaba shall not, and shall cause the other Investors and its and the other Investors' respective Representatives not to, in any way, directly or indirectly (in each case, except as expressly permitted by this Agreement):

(i) make, engage in, or in any way participate in, directly or indirectly, any "solicitation" (as such term is defined under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of proxies or consents with respect to the election or removal of directors of the Company or any other matter or proposal relating to the Company or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies or consents;

(ii) knowingly encourage or advise any Third Party (as defined below) or knowingly assist any Third Party in encouraging or advising any other person (A) with respect to the giving or withholding of any proxy or consent relating to, or other authority to vote, any Voting Securities, or (B) in conducting any type of referendum relating to the Company (other than such encouragement or advice that is consistent with the Board's recommendation in connection with such matter);

(iii) form, join or act in concert with any "group" as defined pursuant to Section 13(d) of the Exchange Act with respect to any Voting Securities, other than solely with Affiliates of the Investors with respect to Voting Securities now or hereafter owned by them or otherwise in any manner agree, attempt, seek or propose to deposit any securities of the Company in any voting trust or similar arrangement, or subject to any securities of the Company to any arrangement or agreement with respect to the voting thereof, except as expressly set forth in this Agreement;

(iv) make, or in any way participate in, any offer or proposal with respect to any Extraordinary Transaction (as defined below), either publicly or in a manner that would reasonably require public disclosure by the Company or Indaba and any of the other Investors (it being understood that the foregoing will not restrict the Indaba and the other Investors from tendering shares, receiving payment for shares or otherwise participating in any Extraordinary Transaction initiated by a Third Party on the same basis as other stockholders of the Company);

(v) make any public proposal with respect to any material change in the capitalization, stock repurchase programs, dividend policy, management, business, strategy or corporate structure of the Company or any of its subsidiaries;

(vi) enter into a voting trust, arrangement or agreement with respect to any Voting Securities, or subject any Voting Securities to any voting trust, arrangement or agreement, in each case other than (A) this Agreement, (B) solely with Affiliates of the Investors or (C) granting proxies in solicitations approved by the Board;

(vii) (A) seek, alone or in concert with others, election or appointment to, or representation on, the Board or nominate or propose the nomination of, or recommend the nomination of, any candidate to the Board (including, for the avoidance of doubt, by making a change to the size of the Board or proposing to fill any vacancies on the Board), except as set forth in this Agreement, (B) make or be the proponent of any stockholder proposal to the Company, (C) seek, alone or in concert with others, the removal of any member of the Board; or (D) call or seek to call, alone or in concert with others, a special meeting of stockholders of the Company; provided that nothing in this Agreement will prevent the Investors or their Affiliates from taking actions in furtherance of identifying any Replacement New Director;

(viii) make any request for stockholder list materials or other books and records of the Company under Section 220 of the Delaware General Corporation Law or otherwise; provided that nothing herein shall prevent either New Director (or any Replacement Director) from making such a request solely in such New Director's (or Replacement Director's) capacity as a director in a manner consistent with his or her fiduciary duties to the Company;

(ix) enter into any negotiations, agreements or understandings with any person not (A) a Party to this Agreement, (B) a member of the Board, (C) an officer of the Company, or (D) an Affiliate of the Investors (any person not set forth in clauses (A)-(D) shall be referred to as a "**Third Party**") to take any action that any of the Investors are prohibited from taking pursuant to this Section 6(a);

(x) sell, offer or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities of the Company held by Indaba or any Indaba Affiliate to any Third Party that would knowingly result in such Third Party, together with its affiliates and associates, owning, controlling or otherwise having any beneficial or other ownership interest in the aggregate of more than 4.9% of the shares of Common Stock outstanding at such time, except in a transaction approved by the Board; or

(xi) request that the Company, directly or indirectly, amend or waive any provision of this Section (including this clause (xi), other than through non-public communications with the Company that would not reasonably be expected to trigger public disclosure obligations for any of the Parties.

Notwithstanding anything set forth herein to the contrary, nothing set forth in this Agreement shall be deemed to prevent Indaba or the other Investors from (I) communicating privately with the Board or any of the Company's executive officers regarding any matter, so long as such communications are not intended to, and would not reasonably be expected to, require the Company or Indaba to make public disclosure with respect thereto, (II) identifying potential director candidates to serve on the Board as Replacement Directors, so long as such actions do not create, and that Indaba would not reasonably expect to create, a public disclosure obligation for Indaba or the Company, are not publicly disclosed by Indaba or its Affiliates and are undertaken on a basis reasonably designed to be confidential; (III) making or sending private communications to investors or prospective investors in Indaba or any of its Affiliates, provided that such statements or communications (1) are based on publicly available information and (2) are not reasonably expected to be publicly disclosed and are understood by all parties to be confidential communications; (IV) taking any action to the extent necessary to comply with any law, rule or regulation or any action required by any governmental or regulatory authority or stock exchange that has, or may have, jurisdiction over Indaba; or (V) communicating privately with stockholders of the Company when such communication is not made with an intent to otherwise violate, and would not be reasonably expected to result in a violation of, any provision of this Agreement. Furthermore, for the avoidance of doubt, nothing in this Agreement shall be deemed to restrict in any way either New Directors (or any Replacement Director) in the exercise of his or her fiduciary duties under applicable law as a director of the Company.

(b) Notwithstanding anything contained in this Agreement to the contrary, the provisions of Sections 4, 5 and 6 of this Agreement shall automatically terminate upon the consummation of a Change of Control transaction agreed to by the Board and involving the Company, provided, that if the Indaba Designee (or any Replacement Director thereof) approves of any such Change of Control transaction as a Board member, the termination provided for under this Section 6(b) shall not apply with respect to such Change of Control transaction.

(c) At any time Indaba ceases to have a Schedule 13D filed with the SEC and during the Term, upon reasonable written notice from the Company pursuant to Section 17 hereof, Indaba shall promptly provide the Company with information regarding the amount of the securities of the Company (i) beneficially owned by each of the Investors, (ii) with respect to which any of the Investors has (A) any direct or indirect rights or options to acquire or (B) any economic exposure through any derivative securities or contracts or instruments in any way related to the price of such securities, or (iii) with respect to which Indaba or any other of the Investors has hedged its position by selling covered call options. This ownership information provided to the Company will be kept strictly confidential, unless required to be disclosed pursuant to applicable laws and regulations, any subpoena, legal process or other legal requirement or in connection with any litigation or similar proceedings in connection with this Agreement.

7. **Representations and Warranties of the Company**. The Company represents and warrants to Indaba that (b) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (c) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights and remedies of creditors and subject to general equity principles, and (d) the execution, delivery and performance of this Agreement by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, or any material agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

8. **Representations and Warranties of Indaba**. Indaba represents and warrants to the Company that (e) this Agreement has been duly and validly authorized, executed and delivered by Indaba, and constitutes a valid and binding obligation and agreement of Indaba, enforceable against Indaba in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights and remedies of creditors and subject to general equity principles, (f) the signatory for Indaba has the power and authority to execute this Agreement and any other documents or agreements entered into in connection with this Agreement on behalf of itself and Indaba, and to bind Indaba to the terms hereof and thereof, (g) the execution, delivery and performance of this Agreement by Indaba and the performance of this Agreement by the other Investors does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which any Investor is a party or by which it is bound, (h) neither Indaba nor any of its Affiliates has provided or will provide the New Directors (or any Replacement Director) with any compensation for his or her service as the New Directors (or any Replacement Director), and (e) any onboarding documentation (including any director candidate questionnaire) and other information provided by the New Directors to the Company in connection with his appointment to the Board is true, accurate and complete in all material respects. For the avoidance of doubt, any compensation received by the Indaba Designee by virtue of his or her relationship with Indaba shall not be deemed to be compensation for his or her service as a New Director.

9. **SEC Filings**.

(a) No later than four (4) business days following the Effective Date, the Company shall file with the SEC a Current Report on Form 8-K reporting its entry into this Agreement and appending this Agreement as an exhibit thereto (the "**Form 8-K**"). The Form 8-K shall be consistent with the terms of this Agreement. The Company shall provide Indaba with a reasonable opportunity to review and comment on the Form 8-K prior to it being filed with the SEC and consider in good faith any comments provided by Indaba.

(b) No later than two (2) business days following the Effective Date, Indaba shall file with the SEC an amendment to that certain Schedule 13D, dated December 15, 2020 and as amended (the "**Schedule 13D**"), in compliance with Section 13 of the Exchange Act reporting its entry into this Agreement and appending this Agreement as an exhibit thereto or incorporating this Agreement by reference to the Company's Form 8-K (the "**Schedule 13D Amendment**"). The Schedule 13D Amendment shall be consistent with the terms of this Agreement. Indaba shall provide the Company with a reasonable opportunity to review and comment on the Schedule 13D Amendment prior to it being filed with the SEC and consider in good faith any comments of the Company.

10. **Term; Termination**. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall automatically terminate forty-five (45) days before the nomination window closes under the Bylaws for the Company's 2023 Annual Meeting (the "**Termination Date**").

11. **Expenses**. Each Party shall be responsible for its own fees and expenses in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby; provided, however, that the Company shall promptly reimburse Indaba for its reasonable and documented out-of-pocket fees and expenses, including legal expenses, arising out of or related to its engagement with the Company to date and the negotiation and execution of this Agreement and the transactions contemplated hereby in an amount not to exceed $500,000.

12. **No Other Discussions or Arrangements**. Indaba represents and warrants that, as of the date of this Agreement, except as specifically disclosed on the Schedule 13D or any Form 4 filing, (i) the Investors do not own, of record or beneficially, any Voting Securities or any securities convertible into, or exchangeable or exercisable for, any Voting Securities and (j) the Investors have not entered into, directly or indirectly, any agreements or understandings with any person (other than its own Representatives) with respect to any potential transaction involving the Company or the voting or disposition of any securities of the Company.

13. **Governing Law; Jurisdiction**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Each Party agrees that it shall bring any suit, action or other proceeding in respect of any claim arising out of or related to this Agreement (each, an "**Action**") exclusively in (k) the Delaware Court of Chancery in and for New Castle County, (l) in the event (but only in the event) that such court does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware or (m) in the event (but only in the event) such courts identified in clauses (a) and (b) do not have subject matter jurisdiction over such Action, any other Delaware state court (collectively, the "**Chosen Courts**"), and, solely in connection with an Action, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) irrevocably submits to the exclusive venue of any such Action in the Chosen Courts and waives any objection to laying venue in any such Action in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party hereto and (iv) agrees that service of process upon such Party in any such Action shall be effective if notice is given in accordance with Section 17 of this Agreement. Each Party agrees that a final judgment in any Action brought in the Chosen Courts shall be conclusive and binding upon each of the Parties and may be enforced in any other courts, the jurisdiction of which each of the Parties is or may be subject, by suit upon such judgment.

14. **Waiver of Jury Trial**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.

15. **Specific Performance**. Each of the Parties acknowledges and agrees that irreparable injury to the other Parties would occur in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that each of the Parties (the "**Moving Party**") shall be entitled to specific enforcement of, and injunctive or other equitable relief as a remedy for any such breach or to prevent any violation or threatened violation of, the terms hereof, and the other Parties will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. The Parties further agree to waive any requirement for the security or posting of any bond in connection with any such relief. The remedies available pursuant to this Section 15 shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

16. **Certain Definitions**. As used in this Agreement:

(a) "**Affiliate**" shall mean any "Affiliate" as defined in Rule 12b-2 promulgated by the SEC under the Exchange Act, including, for the avoidance of doubt, persons who become Affiliates subsequent to the Effective Date;

(b) "**beneficial owner**", "**beneficial ownership**" and "**beneficially own**" shall have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act;

(c) "**business day**" shall mean any day other than a Saturday, Sunday or day on which the commercial banks in the State of New York are authorized or obligated to be closed by applicable law;

(d) "**Bylaws**" shall mean the Amended and Restated Bylaws of the Company, as currently in effect as of the Effective Date;

(e) "**Certificate of Incorporation**" shall mean the Amended and Restated Certificate of Incorporation of the Company, as may be amended from time to time;

(f) a "**Change of Control**" transaction shall be deemed to have taken place if (i) any person is or becomes a beneficial owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the equity interests and voting power of the Company's then-outstanding equity securities or (ii) the Company effects a merger or a stock-for-stock transaction whereby immediately after the consummation of the transaction the Company's stockholders retain less than fifty percent (50%) of the equity interests and voting power of the surviving entity's then-outstanding equity securities, or (iii) the Company sells all or substantially all of its assets to a Third Party;

(g) "**Confidential Information**" shall mean all information that is understood to be confidential by a reasonable person by the context of its disclosure and/or its content, scope or nature that is entrusted to or obtained by a director of the Company by reason of his or her position as a director of the Company, including, but not limited to, discussions or matters considered in meetings of the Board or Board committees; provided, however, Confidential Information shall not include information that (v) at the time of disclosure is, or as of and at such time such disclosure thereafter becomes, generally available to the public other than as a result of any material breach of this Agreement by Indaba or any of its Representatives or any director's noncompliance with the Company Policies, (vi) at the time of disclosure is, or as of and at such time such disclosure thereafter becomes, available to Indaba or its Representatives on a non-confidential basis from a Third-Party source, provided that, to Indaba or its Representative's knowledge, such Third-Party is not and was not prohibited from disclosing such Confidential Information to Indaba or its Representative by any applicable law or contractual obligation, (vii) was legally obtained by Indaba or its Representatives prior to being disclosed by or on behalf of a director of the Company (whether or not the Indaba Designee or a Replacement Director), or (viii) was or is independently developed by Indaba or any of its Representatives without reliance on, or reference to, any Confidential Information.

(h) "**Extraordinary Transaction**" shall mean any equity tender offer, equity exchange offer, merger, acquisition, joint venture, business combination, financing, recapitalization, restructuring, disposition, distribution, spin-off, or sale or transfer of a majority of the Company's assets, in one or a series of transactions.

(i) "**Minimum Ownership Amount**" shall mean 5% of the outstanding Common Stock.

(j) "**other Party**" shall mean, with respect to the Company, Indaba, and with respect to Indaba, the Company;

(k) "**person**" or "**persons**" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity of any kind, structure or nature;

(l) "**Representative**" shall mean a person's Affiliates and its and their respective directors, officers, employees, partners, members, managers, consultants, legal or other advisors, agents and other representatives; provided, that when used with respect to the Company, "Representatives" shall not include any non-executive employees; and

(m) "**Voting Securities**" means the Common Stock and any other securities of the Company entitled to vote in the election of directors.

17. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (n) when delivered by hand (with written confirmation of receipt), (o) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (p) on the date sent by email if sent during normal business hours, and on the next business day if sent after normal business hours (to the extent that no "bounce back," "out of office" or similar message indicating non-delivery is received with respect thereto); or (q) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth in this Section 17 (or to such other address that may be designated by a Party from time to time in accordance with this Section 17).

If to the Company, to its address at:

Tabula Rasa HealthCare, Inc.
228 Strawbridge Drive, Suite 100
Moorestown, New Jersey 08057
Attention: Brian W. Adams
Email: BAdams@trhc.com

With copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Attention: Justin W. Chairman
Kevin M. Shmelzer
Email: justin.chairman@morganlewis.com
kevin.shmelzer@morganlewis.com

If to Indaba, to the address at:

Indaba Capital Management, L.P.
c/o Indaba Capital Management L.P.
One Letterman Drive
Building D, Suite DM700
San Francisco, CA 94129
Attention: Derek C. Schrier
Email: Derek@indabacapital.com

With copies (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, NY 10019
Attention: Steve Wolosky
Elizabeth Gonzalez-Sussman
Email: swolosky@olshanlaw.com
egonzalez@olshanlaw.com

18. **Entire Agreement**. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

19. **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. **Assignment**. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties. Any purported assignment or delegation in violation of this Section 21 shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. **Waivers**. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **Public Announcement**. Promptly following the execution of this Agreement, the Company shall issue a mutually agreeable press release (the "**Press Release**") substantially in the form attached hereto as Exhibit C. Prior to the issuance of the Press Release, neither the Company nor Indaba shall, and Indaba shall cause the other Investors not to, issue any press release or make any public announcement regarding this Agreement or take any action that would require public disclosure thereof without the prior written consent of the other Party, except to the extent required by applicable law or the rules of any national securities exchange.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

TABULA RASA HEALTHCARE, INC.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Co-President

Signature Page to
Cooperation Agreement

INDABA CAPITAL MANAGEMENT, L.P.

By: IC GP, LLC, its general partner

By: /s/ Derek C. Schrier
Name: Derek C. Schrier
Title: Managing Member

Exhibit 10.2

EXECUTIVE TRANSITION AND SEPARATION AGREEMENT

This Executive Transition and Separation Agreement (this "Agreement"), is entered into as of the date set forth on the signature page below (the "Execution Date"), by and between Dr. Calvin H. Knowlton ("you") and Tabula Rasa Healthcare, Inc. (together with its wholly owned subsidiaries and affiliates, the "Company").

BACKGROUND

WHEREAS, you currently serve as Chief Executive Officer of the Company ("CEO);

WHEREAS, you and the Company are parties to that certain Change-In-Control and Severance Agreement, effective January 1, 2018 (the "Severance Agreement"), which will terminate in its entirety upon execution of this Agreement;

WHEREAS, you are resigning from the Board of Directors of the Company (the "Board") effective as of the Execution Date and the execution of this Agreement shall constitute such resignation (the "Resignation Date");

WHEREAS, you and the Company have mutually agreed that your employment with the Company will end on the Execution Date (the "Termination Date") and you have agreed to enter into a consulting agreement with the Company pursuant to which the Company will engage you as an independent contractor to provide certain advisory and transition services from the Termination Date through December 31, 2022 as set forth in such consulting agreement, substantially in the form attached hereto as Exhibit A (the "Consulting Agreement");

WHEREAS, both you and the Company desire to enter into this Agreement to set forth the terms and conditions of the termination of your employment with the Company, including your agreement to provide certain advisory and transition services through December 31, 2022 pursuant to the Consulting Agreement and the severance payable to you upon the Termination Date.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and of other good and valuable consideration, the sufficiency of which you acknowledge, and intending to be legally bound hereby, you and the Company agree as follows:

1. Recitals. The foregoing recitals are hereby made part of this Agreement and are incorporated herein by reference.

2. General Terms of Separation. Regardless of whether you sign this Agreement, the Company will provide you with (a) any $566,500 ("Base Salary") earned through the Termination Date that remains unpaid; (b) any accrued but unused personal time off days; (c) reimbursement for any outstanding expenses for which you have not been reimbursed and which are authorized and (d) any vested benefits under the Company's employee benefit plans in accordance with the terms of such plans, as accrued through the Termination Date (collectively, the "Accrued Obligations"). The Accrued Obligations, which are set forth on Schedule A, shall be paid following the Termination Date at such times and in accordance with such plans and policies as would normally apply to such amounts or benefits.

3. Consideration. If you (a) sign and do not revoke this Agreement (b) comply with the obligations set forth in this Agreement and (c) continue to comply with the restrictive covenants in Paragraph 7 below, then the Company will provide you with the following severance payments and benefits (collectively, the "Consideration"):

(i) You will receive continuation of your Base Salary in accordance with the Company's regular payroll practices, less all relevant taxes and other withholdings, for a period of eighteen (18) months starting on the first payroll date following the Termination Date.

(ii) For the eighteen (18) months following the Termination Date (the "Coverage Period"), if you timely and properly elect to receive continued health coverage under the Company's health plan under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), you will receive continued health (including hospitalization, medical, dental, vision, etc.) insurance coverage ("COBRA Coverage") that is substantially similar in all material respects to the coverage provided to other Company employees as of the Termination Date, provided that you pay to the Company, on a monthly basis, an amount equal to the amount active Company employees pay for such coverage. You agree to promptly notify the Company of your coverage under an alternative health plan upon becoming covered by such alternative plan, at which time your COBRA Coverage may be reduced or eliminated, as applicable, to the extent that continued receipt of COBRA Coverage would result in duplicative benefits. The COBRA continuation coverage period under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code") shall run concurrently with the Coverage Period.

(iii) You will receive reimbursement for reasonable fees and costs you incur for outplacement services during the twelve (12) months following the Termination Date, up to a maximum of $25,000, provided that you submit any requests for reimbursement to the Company within thirty (30) days of the date the expense is incurred.

(iv) 424,707 unvested shares of restricted stock you hold pursuant to the Company's 2016 Omnibus Incentive Compensation Plan will vest as of the Termination Date. All other restricted stock awards, including all performance stock unit awards you hold in the Company that are unvested as of the Termination Date will be terminated and cancelled as of the Termination Date.

You agree and acknowledge that the payments described in Section 2 are the final compensation to which you are entitled and you are not owed any other money or compensation for services performed. You will not be eligible for the Consideration described in this Paragraph 3 unless the Company has received an executed copy of this Agreement, which has not been revoked. You further agree that the amounts described in Section 3 are the full consideration for this Agreement and are equal to or exceed the severance benefits described in the Severance Agreement and are equal to or exceed any benefits, compensation, or other financial consideration to which Employee would be entitled absent his signing of this Agreement.

4. General Release.

(a) In exchange for the consideration and other conditions set forth in this Agreement, you hereby generally and completely release the Company, each of their affiliated entities, and their respective current and former directors, officers, employees, shareholders, stockholders, partners, general partners, limited partners, managers, members, managing directors, operating affiliates, agents, attorneys, predecessors, successors, Company and subsidiary entities, insurers, assigns and affiliated entities (collectively, the "Released Parties") of and from any and all claims, liabilities and obligations, both known and unknown, arising from or related to events, acts, or omissions occurring prior to or on the date you sign this Agreement (collectively, the "Released Claims"). The Released Claims include, but are not limited to: (a) all claims arising from or in any way related to your employment or other participation in connection with any of the Released Parties, or the termination of that employment or participation; (b) all claims related to compensation or benefits, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, change-in-control payments, fringe benefits, or profit sharing or any claims under the Severance Agreement; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the "ADEA"), the Employee Retirement Income Security Act of 1974 ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), and the Older Workers Benefit Protection Act (the "OWBPA"). In giving the releases set forth above, which include claims which may be unknown to you at present, you hereby expressly waive and relinquish all rights and benefits under any law or legal principle in any jurisdiction with respect to your release of claims herein, including but not limited to the release of unknown and unsuspected claims. Notwithstanding anything to the contrary in this Paragraph 4, you are not prohibited from making or asserting and you are not waiving: (i) your rights under this Agreement; (ii) any claims for unemployment compensation, workers' compensation or state disability insurance benefits pursuant to the terms of applicable state laws; (iii) any claim for vested benefits under any Company-sponsored retirement or welfare benefit plan; (iv) any other right that may not be released under applicable law; and (v) your rights, if any, to indemnification pursuant to the Company's organizational documents or any D&O insurance policy.

(b) In exchange for the conditions set forth in this Agreement, the Company hereby generally and completely releases you of and from any and all claims, liabilities and obligations, both known and unknown, in law or in equity, by contract, or otherwise, arising from or related to events, acts, or omissions occurring prior to or on the date you sign this Agreement, in each case, solely related to the pledges and subsequent forced sales of the Company's securities sold by you and your spouse in November 2021.

5. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company, or any others covered by the Released Claims resulting from such claims or conduct, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief the Company will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. You do not need the prior authorization of the Company to engage in conduct protected by this paragraph, and you do not need to notify the Company that you have engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law. Pursuant to the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of the trade secrets of the Company or any of its affiliates that is made by you (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. No Actions Pending Against the Company. You acknowledge and agree that that: (a) you are not aware of any facts that may constitute violations of the Company's policies and/or legal obligations; and (b) you have not filed any discrimination, wrongful discharge, wage and hour, or any other complaints or charges against the Released Parties in any local, state or federal court, tribunal, or administrative agency.

7. Restrictive Covenants. You expressly acknowledge that a condition your receipt of the Consideration set forth in Paragraph 3 is your continued compliance with the restrictive covenants set forth below,

(a) Non-Competition. In consideration of the promises contained herein and the Consideration set forth in Paragraph 3, without the prior written consent of the Company, you shall not, at any time during the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, (i) directly or indirectly engage in, represent in any way, be connected with, or otherwise render any services to any Competing Business (as hereinafter defined) competing with the business of the Company or any direct or indirect subsidiary or affiliate thereof in the United States, whether such engagement shall be as an officer, director, owner, employee, partner, affiliate or other participant in any Competing Business, or (ii) assist others in engaging in any Competing Business in the manner described in clause (i) above. As used herein, "Competing Business" shall mean any firm or business organization that competes (i) with the Company in the development and/or commercialization of data-driven technology and solutions (including, but not limited to, risk adjustment services, pharmacy benefit management solutions, cloud-based electronic health records solutions, and third-party administration services) or pharmacy services (including, but not limited to, medication fulfillment and adherence packaging services) to the types of entities now served or proposed to be served by the Company or (ii) in a business area discussed in writing by the Company before the Termination Date for entry within twelve (12) months of Termination Date. Notwithstanding the foregoing restrictions, it shall not be a violation of this Paragraph 7(a) for you to own a five (5%) percent or smaller interest in any corporation required to file periodic reports with the United States Securities and Exchange Commission, so long as you perform no services or lend any assistance to such corporation.

(b) Non-Solicitation. In consideration of the promises contained herein and the Consideration set forth in Paragraph 3, without the prior written consent of the Company, you shall not, at any time during the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, directly or indirectly, (i) induce or solicit any employees of the Company or any direct or indirect subsidiary or affiliate thereof to terminate their employment with the Company or any such direct or indirect subsidiary or affiliate or to engage in any Competing Business; (ii) hire any employee of the Company or any direct or indirect subsidiary or affiliate thereof or any person who was employed by the Company in the 12 month period prior to the hiring; or (iii) induce any entity or person with which the Company or any direct or indirect subsidiary or any affiliate thereof has a business relationship to terminate or alter such business relationship.

(c) You understand that the foregoing restrictions may limit your ability to earn a livelihood in a business similar to the business of the Company or any subsidiary or affiliate thereof, but you nevertheless believes that you have received sufficient consideration and other benefit to justify clearly such restrictions which, in any event (given your education, skills and ability), you do not believe would prevent you from earning a living.

(d) If the duration of, the scope of or any business activity covered by any provision of this Section 7 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. You hereby acknowledge that this Section 7 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

(e) Non-Disparagement. During the period commencing on the Execution Date and terminating on the five (5) year anniversary date of the Execution Date, you shall not disparage the Company or their respective officers, directors, investors, employees, and affiliates or make any public statement reflecting negatively on the Company or their respective officers, directors, investors, employees, and affiliates, including (without limitation) any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement. The Company shall instruct and take all reasonable steps to cause its Named Executive Officers (as defined under Item 402 of Regulation S-K) and members of the Board not to, disparage the Executive on any matters relating to the Executive's services to the Company, business, professional or personal reputation or standing in the pharmacy industry, irrespective of the truthfulness or falsity of such statement. Nothing in this section shall prohibit the Parties from testifying truthfully in any forum or to any governmental agency.

(f) Proprietary Information. During the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, you shall hold in strictest confidence and will not disclose, use, lecture upon or publish any Proprietary Information (defined below) of the Company, unless the Company expressly authorizes such disclosure in writing or it is required by law or in a judicial or administrative proceeding in which event you shall promptly notify the Company of the required disclosure and assist the Company if a determination is made to resist the disclosure. For purposes of this Paragraph 7(e), "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company or its respective affiliated entities, including (without limitation) any information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship; provided, that it shall not include any information that is known to the Company to be publicly available.

(e) Invention Assignment. All inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all similar or related information which relates to either the Company's actual or anticipated business, research and development or existing or future products or services and which were conceived, developed or made by you while you were employed by the Company (the "Work Product") belong to the Company and not you. You shall promptly disclose such Work Product to the Board of Directors of the Company, and, for the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, perform all actions reasonably requested by the applicable Board of Directors to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorneys and other instruments).

(f) Return of Property**.** On or before the Termination Date, you will deliver to the person designated by the Company all originals and copies of all documents and property of the Company in your possession, under your control or to which you may have access. You will not reproduce or appropriate for your own use, or for the use of others, any property, Proprietary Information or Work Product.

8. Withholding: All payments under this Agreement are subject to applicable tax withholding.

9. Compliance with Section 409A of the Code. This Agreement is intended to comply with the requirements of section 409A of the Code or an exception, and shall be administered accordingly. Notwithstanding anything in the Agreement to the contrary, distributions may only be made under the Agreement upon an event and in a manner permitted by section 409A to the extent applicable. Payments to be made upon termination of employment under this Agreement may only be made upon a "separation from service" under section 409A. For purposes of section 409A, each payment shall be treated as a separate payment. In no event may you, directly or indirectly, designate the calendar year of a payment.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

11. Entire Agreement. This Agreement constitute the entire agreement between the parties relating to the matters contained herein and supersedes any and all prior representations, agreements, written or oral, expressed or implied.

12. Severability. In the event a court, arbitrator, or other entity with jurisdiction determines that any portion of this Agreement (other than the general release clause) is invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

13. Headings; Days. Headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, and they shall not affect the meaning or interpretation of this Agreement. All references to a number of days throughout this Agreement refer to calendar days.

14. Representations. You agree and represent that (a) you have read carefully the terms of this Agreement, including the general release; (b) you have had an opportunity to and have been advised by the Company to review this Agreement, including the general release, with an attorney; (c) you understand the meaning and effect of the terms of this Agreement, including the general release; (d) you were given twenty-one (21) days to determine whether you wished to sign this Agreement, including the general release; (e) your decision to sign this Agreement, including the general release, is of your own free and voluntary act without compulsion of any kind; (f) no promise or inducement not expressed in this Agreement has been made to you; and (g) you have adequate information to make a knowing and voluntary waiver.

15. Revocation Period. If you sign this Agreement, you will retain the right to revoke it for seven (7) days ("Revocation Period"). If you revoke this Agreement, you are indicating that you have changed your mind and do not want to be legally bound by this Agreement. This Agreement shall not be effective until after the Revocation Period has expired without your having revoked it. To revoke this Agreement, you must send a letter to the attention of the General Counsel of the Company. The letter must be received within seven (7) days of your execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be received by the following business day. If you revoke this Agreement on a timely basis, you shall not be eligible for the Consideration set forth in Paragraph 3 above.

16. Expiration Date. As noted above, you have twenty-one (21) days to decide whether you wish to sign this Agreement. If you do not sign this Agreement on or before that time, then this Agreement is withdrawn and you will not be eligible for the Consideration set forth in Paragraph 3 above.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, you and the Company hereby execute the foregoing Executive Transition and Separation Agreement as of the Execution Date set forth below.

Dr. Calvin H. Knowlton

/s/ Calvin H. Knowlton

Execution Date: September 13, 2022

Tabula Rasa Healthcare, Inc.

/s/ Brian W. Adams

By: Brian W. Adams

Title: Interim Chief Executive Officer

Date: September 13, 2022

Exhibit 10.3

EXECUTIVE TRANSITION AND SEPARATION AGREEMENT

This Executive Transition and Separation Agreement (this "Agreement"), is entered into as of the date set forth on the signature page below (the "Execution Date"), by and between Dr. Orsula V. Knowlton ("you") and Tabula Rasa Healthcare, Inc. (together with its wholly owned subsidiaries and affiliates, the "Company").

BACKGROUND

WHEREAS, you currently serve as President and Chief New Business & Marketing Officer of the Company ("President");

WHEREAS, you and the Company are parties to that certain Change-In-Control and Severance Agreement, effective January 1, 2018 (the "Severance Agreement"), which will terminate in its entirety upon execution of this Agreement;

WHEREAS, you are resigning from the Board of Directors of the Company (the "Board") effective as of the Execution Date and the execution of this Agreement shall constitute such resignation (the "Resignation Date");

WHEREAS, you and the Company have mutually agreed that your employment with the Company will end on the Execution Date (the "Termination Date") and you have agreed to enter into a consulting agreement with the Company pursuant to which the Company will engage you as an independent contractor to provide certain advisory and transition services from the Termination Date through December 31, 2022 as set forth in such consulting agreement, substantially in the form attached hereto as Exhibit A (the "Consulting Agreement");

WHEREAS, both you and the Company desire to enter into this Agreement to set forth the terms and conditions of the termination of your employment with the Company, including your agreement to provide certain advisory and transition services through December 31, 2022 pursuant to the Consulting Agreement and the severance payable to you upon the Termination Date.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and of other good and valuable consideration, the sufficiency of which you acknowledge, and intending to be legally bound hereby, you and the Company agree as follows:

1. Recitals. The foregoing recitals are hereby made part of this Agreement and are incorporated herein by reference.

2. General Terms of Separation. Regardless of whether you sign this Agreement, the Company will provide you with (a) any $463,500 ("Base Salary") earned through the Termination Date that remains unpaid; (b) any accrued but unused personal time off days; (c) reimbursement for any outstanding expenses for which you have not been reimbursed and which are authorized and (d) any vested benefits under the Company's employee benefit plans in accordance with the terms of such plans, as accrued through the Termination Date (collectively, the "Accrued Obligations"). The Accrued Obligations, which are set forth on Schedule A, shall be paid following the Termination Date at such times and in accordance with such plans and policies as would normally apply to such amounts or benefits.

3. Consideration. If you (a) sign and do not revoke this Agreement (b) comply with the obligations set forth in this Agreement and (c) continue to comply with the restrictive covenants in Paragraph 7 below, then the Company will provide you with the following severance payments and benefits (collectively, the "Consideration"):

(i) You will receive continuation of your Base Salary in accordance with the Company's regular payroll practices, less all relevant taxes and other withholdings, for a period of eighteen (18) months starting on the first payroll date following the Termination Date.

(ii) For the eighteen (18) months following the Termination Date (the "Coverage Period"), if you timely and properly elect to receive continued health coverage under the Company's health plan under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), you will receive continued health (including hospitalization, medical, dental, vision, etc.) insurance coverage ("COBRA Coverage") that is substantially similar in all material respects to the coverage provided to other Company employees as of the Termination Date, provided that you pay to the Company, on a monthly basis, an amount equal to the amount active Company employees pay for such coverage. You agree to promptly notify the Company of your coverage under an alternative health plan upon becoming covered by such alternative plan, at which time your COBRA Coverage may be reduced or eliminated, as applicable, to the extent that continued receipt of COBRA Coverage would result in duplicative benefits. The COBRA continuation coverage period under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code") shall run concurrently with the Coverage Period.

(iii) You will receive reimbursement for reasonable fees and costs you incur for outplacement services during the twelve (12) months following the Termination Date, up to a maximum of $25,000, provided that you submit any requests for reimbursement to the Company within thirty (30) days of the date the expense is incurred.

(iv) 301,542 unvested shares of restricted stock you hold pursuant to the Company's 2016 Omnibus Incentive Compensation Plan will vest as of the Termination Date. All other restricted stock awards, including all performance stock unit awards you hold in the Company that are unvested as of the Termination Date will be terminated and cancelled as of the Termination Date.

You agree and acknowledge that the payments described in Section 2 are the final compensation to which you are entitled and you are not owed any other money or compensation for services performed. You will not be eligible for the Consideration described in this Paragraph 3 unless the Company has received an executed copy of this Agreement, which has not been revoked. You further agree that the amounts described in Section 3 are the full consideration for this Agreement and are equal to or exceed the severance benefits described in the Severance Agreement and are equal to or exceed any benefits, compensation, or other financial consideration to which Employee would be entitled absent his signing of this Agreement.

4. General Release.

(a) In exchange for the consideration and other conditions set forth in this Agreement, you hereby generally and completely release the Company, each of their affiliated entities, and their respective current and former directors, officers, employees, shareholders, stockholders, partners, general partners, limited partners, managers, members, managing directors, operating affiliates, agents, attorneys, predecessors, successors, Company and subsidiary entities, insurers, assigns and affiliated entities (collectively, the "Released Parties") of and from any and all claims, liabilities and obligations, both known and unknown, arising from or related to events, acts, or omissions occurring prior to or on the date you sign this Agreement (collectively, the "Released Claims"). The Released Claims include, but are not limited to: (a) all claims arising from or in any way related to your employment or other participation in connection with any of the Released Parties, or the termination of that employment or participation; (b) all claims related to compensation or benefits, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, change-in-control payments, fringe benefits, or profit sharing or any claims under the Severance Agreement; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (the "ADEA"), the Employee Retirement Income Security Act of 1974 ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), and the Older Workers Benefit Protection Act (the "OWBPA"). In giving the releases set forth above, which include claims which may be unknown to you at present, you hereby expressly waive and relinquish all rights and benefits under any law or legal principle in any jurisdiction with respect to your release of claims herein, including but not limited to the release of unknown and unsuspected claims. Notwithstanding anything to the contrary in this Paragraph 4, you are not prohibited from making or asserting and you are not waiving: (i) your rights under this Agreement; (ii) any claims for unemployment compensation, workers' compensation or state disability insurance benefits pursuant to the terms of applicable state laws; (iii) any claim for vested benefits under any Company-sponsored retirement or welfare benefit plan; (iv) any other right that may not be released under applicable law; and (v) your rights, if any, to indemnification pursuant to the Company's organizational documents or any D&O insurance policy.

(b) In exchange for the conditions set forth in this Agreement, the Company hereby generally and completely releases you of and from any and all claims, liabilities and obligations, both known and unknown, in law or in equity, by contract, or otherwise, arising from or related to events, acts, or omissions occurring prior to or on the date you sign this Agreement, in each case, solely related to the pledges and subsequent forced sales of the Company's securities sold by you and your spouse in November 2021.

5. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company, or any others covered by the Released Claims resulting from such claims or conduct, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief the Company will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. You do not need the prior authorization of the Company to engage in conduct protected by this paragraph, and you do not need to notify the Company that you have engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law. Pursuant to the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of the trade secrets of the Company or any of its affiliates that is made by you (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. No Actions Pending Against the Company. You acknowledge and agree that that: (a) you are not aware of any facts that may constitute violations of the Company's policies and/or legal obligations; and (b) you have not filed any discrimination, wrongful discharge, wage and hour, or any other complaints or charges against the Released Parties in any local, state or federal court, tribunal, or administrative agency.

7. Restrictive Covenants. You expressly acknowledge that a condition your receipt of the Consideration set forth in Paragraph 3 is your continued compliance with the restrictive covenants set forth below,

(a) Non-Competition. In consideration of the promises contained herein and the Consideration set forth in Paragraph 3, without the prior written consent of the Company, you shall not, at any time during the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, (i) directly or indirectly engage in, represent in any way, be connected with, or otherwise render any services to any Competing Business (as hereinafter defined) competing with the business of the Company or any direct or indirect subsidiary or affiliate thereof in the United States, whether such engagement shall be as an officer, director, owner, employee, partner, affiliate or other participant in any Competing Business, or (ii) assist others in engaging in any Competing Business in the manner described in clause (i) above. As used herein, "Competing Business" shall mean any firm or business organization that competes (i) with the Company in the development and/or commercialization of data-driven technology and solutions (including, but not limited to, risk adjustment services, pharmacy benefit management solutions, cloud-based electronic health records solutions, and third-party administration services) or pharmacy services (including, but not limited to, medication fulfillment and adherence packaging services) to the types of entities now served or proposed to be served by the Company or (ii) in a business area discussed in writing by the Company before the Termination Date for entry within twelve (12) months of Termination Date. Notwithstanding the foregoing restrictions, it shall not be a violation of this Paragraph 7(a) for you to own a five (5%) percent or smaller interest in any corporation required to file periodic reports with the United States Securities and Exchange Commission, so long as you perform no services or lend any assistance to such corporation.

(b) Non-Solicitation. In consideration of the promises contained herein and the Consideration set forth in Paragraph 3, without the prior written consent of the Company, you shall not, at any time during the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, directly or indirectly, (i) induce or solicit any employees of the Company or any direct or indirect subsidiary or affiliate thereof to terminate their employment with the Company or any such direct or indirect subsidiary or affiliate or to engage in any Competing Business; (ii) hire any employee of the Company or any direct or indirect subsidiary or affiliate thereof or any person who was employed by the Company in the 12 month period prior to the hiring; or (iii) induce any entity or person with which the Company or any direct or indirect subsidiary or any affiliate thereof has a business relationship to terminate or alter such business relationship.

(c) You understand that the foregoing restrictions may limit your ability to earn a livelihood in a business similar to the business of the Company or any subsidiary or affiliate thereof, but you nevertheless believes that you have received sufficient consideration and other benefit to justify clearly such restrictions which, in any event (given your education, skills and ability), you do not believe would prevent you from earning a living.

(d) If the duration of, the scope of or any business activity covered by any provision of this Section 7 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. You hereby acknowledge that this Section 7 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

(e) Non-Disparagement. During the period commencing on the Execution Date and terminating on the five (5) year anniversary date of the Execution Date, you shall not disparage the Company or their respective officers, directors, investors, employees, and affiliates or make any public statement reflecting negatively on the Company or their respective officers, directors, investors, employees, and affiliates, including (without limitation) any matters relating to the operation or management of the Company, irrespective of the truthfulness or falsity of such statement. The Company shall instruct and take all reasonable steps to cause its Named Executive Officers (as defined under Item 402 of Regulation S-K) and members of the Board not to, disparage the Executive on any matters relating to the Executive's services to the Company, business, professional or personal reputation or standing in the pharmacy industry, irrespective of the truthfulness or falsity of such statement. Nothing in this section shall prohibit the Parties from testifying truthfully in any forum or to any governmental agency.

(f) Proprietary Information. During the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, you shall hold in strictest confidence and will not disclose, use, lecture upon or publish any Proprietary Information (defined below) of the Company, unless the Company expressly authorizes such disclosure in writing or it is required by law or in a judicial or administrative proceeding in which event you shall promptly notify the Company of the required disclosure and assist the Company if a determination is made to resist the disclosure. For purposes of this Paragraph 7(e), "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company or its respective affiliated entities, including (without limitation) any information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship; provided, that it shall not include any information that is known to the Company to be publicly available.

(e) Invention Assignment. All inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all similar or related information which relates to either the Company's actual or anticipated business, research and development or existing or future products or services and which were conceived, developed or made by you while you were employed by the Company (the "Work Product") belong to the Company and not you. You shall promptly disclose such Work Product to the Board of Directors of the Company, and, for the period commencing on the Execution Date and terminating on the three (3) year anniversary date of the Execution Date, perform all actions reasonably requested by the applicable Board of Directors to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorneys and other instruments).

(f) Return of Property**.** On or before the Termination Date, you will deliver to the person designated by the Company all originals and copies of all documents and property of the Company in your possession, under your control or to which you may have access. You will not reproduce or appropriate for your own use, or for the use of others, any property, Proprietary Information or Work Product.

8. Withholding: All payments under this Agreement are subject to applicable tax withholding.

9. Compliance with Section 409A of the Code. This Agreement is intended to comply with the requirements of section 409A of the Code or an exception, and shall be administered accordingly. Notwithstanding anything in the Agreement to the contrary, distributions may only be made under the Agreement upon an event and in a manner permitted by section 409A to the extent applicable. Payments to be made upon termination of employment under this Agreement may only be made upon a "separation from service" under section 409A. For purposes of section 409A, each payment shall be treated as a separate payment. In no event may you, directly or indirectly, designate the calendar year of a payment.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

11. Entire Agreement. This Agreement constitute the entire agreement between the parties relating to the matters contained herein and supersedes any and all prior representations, agreements, written or oral, expressed or implied.

12. Severability. In the event a court, arbitrator, or other entity with jurisdiction determines that any portion of this Agreement (other than the general release clause) is invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

13. Headings; Days. Headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, and they shall not affect the meaning or interpretation of this Agreement. All references to a number of days throughout this Agreement refer to calendar days.

14. Representations. You agree and represent that (a) you have read carefully the terms of this Agreement, including the general release; (b) you have had an opportunity to and have been advised by the Company to review this Agreement, including the general release, with an attorney; (c) you understand the meaning and effect of the terms of this Agreement, including the general release; (d) you were given twenty-one (21) days to determine whether you wished to sign this Agreement, including the general release; (e) your decision to sign this Agreement, including the general release, is of your own free and voluntary act without compulsion of any kind; (f) no promise or inducement not expressed in this Agreement has been made to you; and (g) you have adequate information to make a knowing and voluntary waiver.

15. Revocation Period. If you sign this Agreement, you will retain the right to revoke it for seven (7) days ("Revocation Period"). If you revoke this Agreement, you are indicating that you have changed your mind and do not want to be legally bound by this Agreement. This Agreement shall not be effective until after the Revocation Period has expired without your having revoked it. To revoke this Agreement, you must send a letter to the attention of the General Counsel of the Company. The letter must be received within seven (7) days of your execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be received by the following business day. If you revoke this Agreement on a timely basis, you shall not be eligible for the Consideration set forth in Paragraph 3 above.

16. Expiration Date. As noted above, you have twenty-one (21) days to decide whether you wish to sign this Agreement. If you do not sign this Agreement on or before that time, then this Agreement is withdrawn and you will not be eligible for the Consideration set forth in Paragraph 3 above.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, you and the Company hereby execute the foregoing Executive Transition and Separation Agreement as of the Execution Date set forth below.

Dr. Orsula V. Knowlton

/s/ Orsula V. Knowlton

Execution Date: September 13, 2022

Tabula Rasa Healthcare, Inc.

/s/ Brian W. Adams

By: Brian W. Adams

Title: Interim Chief Executive Officer

Date: September 13, 2022

Exhibit 10.4

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement"), is made as of this 13th day of September, 2022 ("Effective Date"), by and between Dr. Calvin H. Knowlton ("Consultant") and Tabula Rasa Healthcare, Inc. ("Company").

W I T N E S S E T H:

WHEREAS, Consultant previously served as the Chief Executive Officer of Company ("CEO") of Company;

WHEREAS, Consultant has terminated employment as the CEO pursuant to the terms and conditions of the Executive Transition and Separation Agreement, effective September 13, 2022 (the "Separation Agreement") and Company wishes to retain Consultant to continue to provide certain consulting and advisory services as set forth in Paragraph 1 below; and

WHEREAS, Consultant has agreed to provide the consulting and advisory services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and agreements set forth herein, Consultant and Company agree as follows:

1. Services. During the Term (as defined in Paragraph 4 below), Consultant shall provide consulting and advisory services to Company's Board of Directors and interim Chief Executive Officer on an as needed basis at the direction of Company's Board of Directors, including assisting with the transition of key client relationships and strategic business partners and prospects (the "Services"). Consultant agrees to use reasonable best efforts in connection with performing the Services under this Agreement.

2. Compensation. In exchange for the Services, Consultant shall be paid an hourly rate of $265.00 per hour, payable monthly in installments, over the Term.

3. Term and Termination. This Agreement shall commence on the Effective Date and shall automatically terminate on December 31, 2022 (the "Term"); provided, that, this Agreement may be extended by mutual agreement of the parties and may be terminable by either party for any reason or no reason upon thirty (30) days advance written notice. The effective date of the termination set forth in the written notice will be the "Termination Date."

4. No Benefits; Taxes.

(a) Consultant is not an employee of Company and will not be entitled to participate in, or receive any, benefit or right as a Company employee under any Company employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings and security plans, as a result of entering into this Agreement.

(b) Consultant shall be responsible for all estimated, withholding, social security, disability, unemployment, self-employment and other taxes, imposed on Consultant by the federal government or any other domestic or non-domestic, federal, state, or local tax authority.

(c) Company shall reimburse Consultant for reasonable expenses associated with rendering the Services; provided, however, that Consultant is not authorized to incur any expenses on behalf of Company without prior written consent of the Company's Board of Directors, and all statements submitted by Consultant for services and expenses shall be in the form prescribed by Company and shall be accompanied by receipts for all expenses.

5. Restrictive Covenant Obligations. Consultant acknowledges and agrees that Consultant is bound by the restrictive covenants set forth in the Separation Agreement.

6. Delivery of Records. Upon the Termination Date, Consultant shall deliver to Company all correspondence, reports, keys, ID badge, records and any and all other documents pertaining to or containing information relative to the business of Company, and Consultant shall not remove any of such records either during the Term or upon the Termination Date.

7. No Agency Relationship. This Agreement does not, and shall not be deemed to, make either party hereto the agent or legal representative of the other for any purpose whatsoever. Neither party shall have the right or authority to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of the other, or to bind the other in any respect whatsoever.

8. Independent Contractor. In making and performing this Agreement, Consultant shall act at all times as an independent contractor and nothing contained in this Agreement shall be construed or implied to create between Consultant and Company an agency, partnership, or employee-employer relationship, or to create between Consultant and Company any other form of legal association or arrangement which imposes liability upon one party for the act or failure to act of the other party.

9. Assignment. This Agreement shall be binding upon the parties hereto, the heirs, and legal representatives of Consultant and the successors and assigns of Company. The Consultant may not assign or otherwise transfer any of Consultant's rights or obligations under this Agreement without the prior written consent of Company.

10. Notices. Any notice required, permitted or intended to be given under this Agreement shall be in writing and shall be deemed to have been given only if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the appropriate address shown below, or such revised address as is delivered to the other party by the same means.

(a) Notices to Company shall be addressed to Company in care of the Chairman of the Board of Directors at the corporate headquarters of Company.

(b) Notices to Consultant shall be sent to the most recent address on file with Company.

11. Entire Agreement. This Agreement and the Separation Agreement constitute the entire agreement between the parties in connection with the subject matter hereof, supersedes any and all prior agreements or understandings between the parties and may only be changed by agreement in writing between the parties.

12. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without application of the principles of conflicts of laws.

13. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

14. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Tabula Rasa Healthcare, Inc.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Interim Chief Executive Officer

Dr. Calvin H. Knowlton

/s/ Calvin H. Knowlton

Exhibit 10.5

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement"), is made as of this 13th day of September, 2022 ("Effective Date"), by and between Dr. Orsula V. Knowlton ("Consultant") and Tabula Rasa Healthcare, Inc. ("Company").

W I T N E S S E T H:

WHEREAS, Consultant previously served as the President and Chief New Business & Marketing Officer of Company ("President") of Company;

WHEREAS, Consultant has terminated employment as the President pursuant to the terms and conditions of the Executive Transition and Separation Agreement, effective September 13, 2022 (the "Separation Agreement") and Company wishes to retain Consultant to continue to provide certain consulting and advisory services as set forth in Paragraph 1 below; and

WHEREAS, Consultant has agreed to provide the consulting and advisory services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and agreements set forth herein, Consultant and Company agree as follows:

1. Services. During the Term (as defined in Paragraph 4 below), Consultant shall provide consulting and advisory services to Company's Board of Directors and interim Chief Executive Officer on an as needed basis at the direction of Company's Board of Directors, including assisting with the transition of key client relationships and strategic business partners and prospects (the "Services"). Consultant agrees to use reasonable best efforts in connection with performing the Services under this Agreement.

2. Compensation. In exchange for the Services, Consultant shall be paid an hourly rate of $216.00 per hour, payable monthly in installments, over the Term.

3. Term and Termination. This Agreement shall commence on the Effective Date and shall automatically terminate on December 31, 2022 (the "Term"); provided, that, this Agreement may be extended by mutual agreement of the parties and may be terminable by either party for any reason or no reason upon thirty (30) days advance written notice. The effective date of the termination set forth in the written notice will be the "Termination Date."

4. No Benefits; Taxes.

(a) Consultant is not an employee of Company and will not be entitled to participate in, or receive any, benefit or right as a Company employee under any Company employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings and security plans, as a result of entering into this Agreement.

(b) Consultant shall be responsible for all estimated, withholding, social security, disability, unemployment, self-employment and other taxes, imposed on Consultant by the federal government or any other domestic or non-domestic, federal, state, or local tax authority.

(c) Company shall reimburse Consultant for reasonable expenses associated with rendering the Services; provided, however, that Consultant is not authorized to incur any expenses on behalf of Company without prior written consent of the Company's Board of Directors, and all statements submitted by Consultant for services and expenses shall be in the form prescribed by Company and shall be accompanied by receipts for all expenses.

5. Restrictive Covenant Obligations. Consultant acknowledges and agrees that Consultant is bound by the restrictive covenants set forth in the Separation Agreement.

6. Delivery of Records. Upon the Termination Date, Consultant shall deliver to Company all correspondence, reports, keys, ID badge, records and any and all other documents pertaining to or containing information relative to the business of Company, and Consultant shall not remove any of such records either during the Term or upon the Termination Date.

7. No Agency Relationship. This Agreement does not, and shall not be deemed to, make either party hereto the agent or legal representative of the other for any purpose whatsoever. Neither party shall have the right or authority to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of the other, or to bind the other in any respect whatsoever.

8. Independent Contractor. In making and performing this Agreement, Consultant shall act at all times as an independent contractor and nothing contained in this Agreement shall be construed or implied to create between Consultant and Company an agency, partnership, or employee-employer relationship, or to create between Consultant and Company any other form of legal association or arrangement which imposes liability upon one party for the act or failure to act of the other party.

9. Assignment. This Agreement shall be binding upon the parties hereto, the heirs, and legal representatives of Consultant and the successors and assigns of Company. The Consultant may not assign or otherwise transfer any of Consultant's rights or obligations under this Agreement without the prior written consent of Company.

10. Notices. Any notice required, permitted or intended to be given under this Agreement shall be in writing and shall be deemed to have been given only if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the appropriate address shown below, or such revised address as is delivered to the other party by the same means.

(a) Notices to Company shall be addressed to Company in care of the Chairman of the Board of Directors at the corporate headquarters of Company.

(b) Notices to Consultant shall be sent to the most recent address on file with Company.

11. Entire Agreement. This Agreement and the Separation Agreement constitute the entire agreement between the parties in connection with the subject matter hereof, supersedes any and all prior agreements or understandings between the parties and may only be changed by agreement in writing between the parties.

12. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without application of the principles of conflicts of laws.

13. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

14. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision were severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Tabula Rasa Healthcare, Inc.

By: /s/ Brian W. Adams
Name: Brian W. Adams
Title: Interim Chief Executive Officer

Dr. Orsula V. Knowlton

/s/ Orsula V. Knowlton

Exhibit 99.1

Tabula Rasa HealthCare Announces Cooperation Agreement with Indaba Capital Management to Refresh the Company's Leadership and Board of Directors

Agreement Also Provides for Enhancements to the Company's Corporate Governance, Including a Commitment to Propose a De-Classification of the Board at the 2023 Annual Meeting

MOORESTOWN, N.J., (September 14, 2022) - Tabula Rasa HealthCare, Inc.â (TRHC) (NASDAQ: TRHC), ("TRHC" or the "Company"), a leading healthcare technology company advancing the safe use of medications, today announced a cooperation agreement with Indaba Capital Management, L.P. ("Indaba"), the Company's largest stockholder with an approximately 25% equity stake.

Pursuant to the cooperation agreement, the composition of the Board of Directors (the "Board") will be amended as follows:

- Calvin H. Knowlton and Orsula V. Knowlton will retire from the Company and step down from the Board, effective immediately.
- Derek Schrier and Jonathan D. Schwartz have been appointed to the Board of Directors, effective immediately.
- Michael Purcell has been appointed Independent Chair of the Board, effective immediately.
- A. Gordon Tunstall will step down as Lead Independent Director, effective immediately, and will retire from the Board upon the earlier of the appointment of a third, new independent director who will be identified by Indaba and the end of the year.

Following these changes, the Board will comprise nine independent directors, representing a mix of institutional knowledge and fresh perspectives, as well as robust financial, healthcare, strategic and corporate governance experience.

Additionally, the Board has determined to seek stockholder approval at its upcoming 2023 Annual Meeting for the declassification of the Board, with the goal of fully declassifying the Board by the 2025 Annual Meeting. The Board will also form a new, three-person strategic review committee to oversee the Company's current strategic process relating to the sale of non-core assets and explore other value creation opportunities with a view toward maximizing stockholder value. Messrs. Schrier and Schwartz and Dr. Jan Berger will serve on this committee, with Mr. Schrier serving as its chair.

Michael Purcell, Independent Chairman, commented, "TRHC's refreshed Board is committed to adhering to the highest standards of corporate governance and acting in our stockholders' best interests. In that spirit, we are pleased to welcome Derek and Jonathan to our Board and look forward to working collaboratively with them to deliver superior stockholder value in the years ahead. Both have deep financial markets, strategic and corporate governance expertise and will bring valuable perspectives as we continue to execute our strategy to capitalize on the significant opportunities in the value-based care market. On behalf of the Company, I would like to thank Calvin, Orsula, and Gordon for their many valuable contributions to TRHC over the years."

Derek Schrier, Managing Partner and Chief Investment Officer of Indaba, said, "We are pleased to have reached a constructive agreement with the Company that has led Tabula Rasa to refresh its Board, improve its corporate governance and start a new chapter in the Company's history. In addition to seeing a significant opportunity to enhance value for stockholders, we are motivated by the chance to drive better outcomes for patients and partners over the long-term. I look forward to working with my fellow directors to refortify the executive team and continue the ongoing strategic review process. At Indaba, we see a bright future for Tabula Rasa."

The full cooperation agreement will be filed by the Company with the U.S. Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K. RBC Capital Markets, LLC is serving as financial advisor, and Morgan, Lewis & Bockius LLP is serving as legal counsel to TRHC. Olshan Frome Wolosky LLP is acting as legal counsel to Indaba.

Leadership Transition

Tabula Rasa today also announced that Dr. Calvin H. Knowlton, Chief Executive Officer and Board Chairman, and Dr. Orsula V. Knowlton, Co-President and Chief Marketing and New Business Development Officer, will retire, effective immediately. Brian Adams, TRHC's Co-President, will serve as interim CEO as the Board runs a comprehensive process to identify a permanent Chief Executive Officer. The press release pertaining to this announcement can be found on the Newsroom portion of https://www.tabularasahealthcare.com.

About Tabula Rasa HealthCare

Tabula Rasa HealthCare (TRHC) (NASDAQ: TRHC) provides medication safety solutions that empower healthcare professionals and consumers to optimize medication regimens, combatting medication overload and reducing adverse drug events. TRHC's proprietary technology solutions, including MedWise®, improve patient outcomes, reduce hospitalizations, and lower healthcare costs. TRHC's extensive clinical tele-pharmacy network improves care for patients nationwide. Its solutions are trusted by health plans and pharmacies to help drive value-based care. For more information, visit TRHC.com.

Statement Regarding Forward-Looking Information

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements give current expectations or forecasts of future events or our future financial or operating performance, and include TRHC's expectations regarding certain leadership changes and the effects thereof, the benefits of entering into the cooperation agreement with Indaba, available opportunities to TRHC, the financial and operating performance of TRHC, the creation of stockholder value, the plans and objectives of management, plans related to the declassification of the board, and TRHC's strategic initiatives and the anticipated benefits thereof. Such statements are identified by use of the words "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "projects," "should," and similar expressions. These forward-looking statements are based on management's good-faith expectations, judgements and assumptions as of the date of this press release. Actual results might differ materially from those explicit or implicit in the forward-looking statements. Important factors that could cause actual results to differ materially include: the impacts of the ongoing COVID-19 pandemic; our continuing losses and need to achieve profitability; fluctuations in our financial and operating results; the volatility of our stock price; the extent to which we are successful in gaining new long-term relationships with clients or retaining existing clients; the acceptance and use of our products and services by PACE organizations; the need to innovate and provide useful products and services; risks related to changing healthcare and other applicable governmental regulations; our ability to maintain relationships with a specified drug wholesaler; increasing consolidation in the healthcare industry; competition from a variety of companies in the healthcare industry; managing our growth effectively; our ability to retain clients and employees given the leadership transitions; our ability to adequately protect our intellectual property; the requirements of being a public company; our ability to recognize the expected benefits from acquisitions on a timely basis or at all; fluctuations in operating results; our ability to manage our cash flows; failure or disruption of our information technology and security systems; dependence on our senior management and key employees; our future indebtedness and our ability to obtain additional financing, reduce expenses, or generate funds when necessary; macroeconomic conditions, including the impact of inflation, on our business and operations; and the other risk factors set forth from time to time in our filings with the Securities and Exchange Commission ("SEC"), including those factors discussed under the caption "Risk Factors" in our most recent Annual Report on Form 10-K, filed with the SEC on February 25, 2022, and in subsequent reports filed with or furnished to the SEC, copies of which are available free of charge within the Investor Relations section of the Tabula Rasa HealthCare website http://ir.trhc.com or upon request from our Investor Relations Department. Tabula Rasa HealthCare assumes no obligation and does not intend to update these forward-looking statements, except as required by law, to reflect events or circumstances occurring after today's date.

For Tabula Rasa:

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TRHC Investors
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For Indaba:

Longacre Square Partners
Greg Marose / Charlotte Kiaie, 646-386-0091
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ckiaie@longacresquare.com

Exhibit 99.2

Tabula Rasa HealthCare Announces Leadership Transition

Drs. Calvin H. Knowlton and Orsula V. Knowlton to retire from the Company

Co-President Brian Adams Named Interim CEO

Director Michael Purcell Named Independent Board Chairman

MOORESTOWN, N.J., (September 14, 2022) - Tabula Rasa HealthCare, Inc.â (TRHC) (NASDAQ: TRHC), a leading healthcare technology company advancing the safe use of medications, today announced that co-founders Dr. Calvin H. Knowlton, BScPharm, MDiv, PhD, ScD (hon), Chief Executive Officer and Board Chairman, and Dr. Orsula V. Knowlton, PharmD, MBA, Co-President and Chief Marketing and New Business Development Officer, will retire from TRHC and step down as members of the Board of Directors, effective immediately. Director Michael Purcell has been named Independent Chair of the Board. Brian Adams, TRHC's Co-President, will serve as interim CEO while the Board executes a comprehensive process to identify a permanent successor. To support a seamless transition, the Knowltons have signed consulting agreements with TRHC through the end of the year.

Michael Purcell said, "On behalf of the Company, I extend my sincerest thanks to the Knowltons for their dedication and leadership throughout the last thirteen years. The Knowltons have helped establish a strong foundation for the Company, and with our team of proven senior executives in place, I am highly confident in the future of Tabula Rasa. Brian is the right choice for interim CEO, and under his leadership we will continue to capitalize on growth opportunities and enhance our unique position in the market to deliver long-term, sustainable value."

Brian Adams said, "Tabula Rasa has built a reputation as a leader in the value-based care market and I'd like to thank the Knowltons for their contributions to these efforts. Our business has strong momentum with a robust pipeline for continued growth as more health plans and at-risk providers rely on our innovative pharmacy services, medication risk management technology and business solutions. I am energized about our path forward as we continue to make clear progress on our strategy to position TRHC for profitable growth and long-term value for our stockholders."

Dr. Calvin Knowlton said, "We are proud to have made a meaningful difference to support medication safety through our services and solutions, and I believe TRHC is well positioned to build on its strong momentum under new leadership in this next exciting chapter. I am thankful for our community partners, business partners, Board of Directors, and stockholders for their trust and support through the years."

Dr. Orsula Knowlton said, “We are grateful to have been able to positively impact the lives of so many patients, team members, and clinicians. I look forward to watching TRHC continue to thrive as it fulfills its mission to facilitate the safe use of medication.”

About Michael Purcell

Michael Purcell has served as an independent director on the Board of TRHC since 2018 and has served as Chair of the Audit Committee since 2019. He has also served on the Compensation and Nominating & Governance Committees. Mr. Purcell was an Audit Partner at Deloitte and Touche for 36 years, serving emerging growth companies as well as large multi-national public companies. Mr. Purcell now serves as a consultant to various companies and venture funds. He has significant Board expertise and is the lead director and Audit Chair for International Money Express and several other for-profit entities.

About Brian Adams

Mr. Brian Adams currently serves as TRHC’s Co-President, overseeing strategy, sales and account management, professional affairs, IT and software engineering, human resources, legal and finance. He formerly served as TRHC’s Chief Financial Officer, guiding TRHC through successful public and private debt and equity financing efforts and designed and implemented a plan to achieve profitability. His broad management experience includes strategic planning, business performance optimization, and financial integration for mergers and acquisitions. He was honored as CFO of the Year by the Philadelphia Business Journal in 2020, named one of the Top CFOs in the region in 2015 by South Jersey Biz Magazine, and recognized as CFO of the Year in 2014 by the New Jersey Tech Council.

Cooperation Agreement with Indaba Capital Management

In addition to the leadership transition, TRHC today announced that it has entered into a cooperation agreement with Indaba Capital Management, L.P. (“Indaba”). The press release can be found on the Newsroom portion of https://www.tabularasahealthcare.com. The full cooperation agreement will be filed by TRHC with the U.S. Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K. RBC Capital Markets, LLC is serving as financial advisor, and Morgan, Lewis & Bockius LLP is serving as legal counsel to TRHC. Olshan Frome Wolosky LLP is acting as legal counsel to Indaba.

About Tabula Rasa HealthCare

Tabula Rasa HealthCare (TRHC) (NASDAQ: TRHC) provides medication safety solutions that empower healthcare professionals and consumers to optimize medication regimens, combatting medication overload and reducing adverse drug events. TRHC's proprietary technology solutions, including MedWise®, improve patient outcomes, reduce hospitalizations, and lower healthcare costs. TRHC's extensive clinical tele-pharmacy network improves care for patients nationwide. Its solutions are trusted by health plans and pharmacies to help drive value-based care. For more information, visit TRHC.com.

Statement Regarding Forward-Looking Information

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements give current expectations or forecasts of future events or our future financial or operating performance, and include TRHC's expectations regarding certain leadership changes and the effects thereof, available opportunities to TRHC, the financial and operating performance of TRHC, the creation of stockholder value, the plans and objectives of management, and TRHC's strategic initiatives and the anticipated benefits thereof. Such statements are identified by use of the words "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "projects," "should," and similar expressions. These forward-looking statements are based on management's good-faith expectations, judgements, and assumptions as of the date of this press release. Actual results might differ materially from those explicit or implicit in the forward-looking statements. Important factors that could cause actual results to differ materially include: the impacts of the ongoing COVID-19 pandemic; our continuing losses and need to achieve profitability; fluctuations in our financial and operating results; the volatility of our stock price; the extent to which we are successful in gaining new long-term relationships with clients or retaining existing clients; the acceptance and use of our products and services by PACE organizations; the need to innovate and provide useful products and services; risks related to changing healthcare and other applicable governmental regulations; our ability to maintain relationships with a specified drug wholesaler; increasing consolidation in the healthcare industry; competition from a variety of companies in the healthcare industry; managing our growth effectively; our ability to retain clients and employees given the leadership transitions; our ability to adequately protect our intellectual property; the requirements of being a public company; our ability to recognize the expected benefits from acquisitions on a timely basis or at all; fluctuations in operating results; our ability to manage our cash flows; failure or disruption of the our information technology and security systems; dependence on our senior management and key employees; our future indebtedness and our ability to obtain additional financing, reduce expenses, or generate funds when necessary; macroeconomic conditions, including the impact of inflation, on our business and operations; and the other risk factors set forth from time to time in our filings with the Securities and Exchange Commission ("SEC"), including those factors discussed under the caption "Risk Factors" in our most recent Annual Report on Form 10-K, filed with the SEC on February 25, 2022, and in subsequent reports filed with or furnished to the SEC, copies of which are available free of charge within the Investor Relations section of the Tabula Rasa HealthCare website http://ir.trhc.com or upon request from our Investor Relations Department. Tabula Rasa HealthCare assumes no obligation and does not intend to update these forward-looking statements, except as required by law, to reflect events or circumstances occurring after today's date.

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