

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DERMTECH, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11378 (JTD)

(Jointly Administered)

Hearing Date: July 16, 2024 at 1:00 p.m. (ET)

Obj. Deadline: July 9, 2024 at 4:00 p.m. (ET)

**DEBTORS' APPLICATION FOR (I) ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLC
AS FINANCIAL ADVISOR FOR THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

DermTech, Inc. and DermTech Operations, Inc. (each, a “Debtor” and collectively, the “Debtors”), as debtors and debtors in possession in the above-captioned chapter 11 cases, by and through their undersigned proposed counsel, hereby submit this application (the “Application”) for entry of an order granting the relief described below. In support hereof, the Debtors rely on (i) *the Declaration of Bret Christensen, President and Chief Executive Officer of the Debtors, in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) [Docket No. 12],² filed on the Petition Date (as defined below), and (ii) *the Declaration of Jesse DelConte in Support of the Debtors’ Application for (I) Entry of an Order Authorizing the Employment and Retention of AlixPartners, LLC as Financial Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “DelConte Declaration”), attached hereto as **Exhibit C**, and further represent as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors’ service address is 12340 El Camino Real, San Diego, California 92130.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Venue of these chapter 11 cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. This Application is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order or judgment by the Court in connection with this Application if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory bases for the relief requested herein are sections 327(a), 330, and 1107(b) of title 11 of the United States Code, as amended (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2014-1 and 2016-1.

RELIEF REQUESTED

4. By this Application, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), (i) authorizing the Debtors to retain and employ AlixPartners, LLC (“AlixPartners”) as their financial advisor in these chapter 11 cases, effective as of the Petition Date (as defined below), and (ii) granting related relief. The debtors request that the Court approve the retention of AlixPartners pursuant to the terms of the engagement letter by and among the Debtors and AlixPartners, dated as of June 12, 2024

(the “Engagement Letter”), a copy of which is attached hereto as **Exhibit B**,³ and which is incorporated herein by reference.

BACKGROUND

5. On June 18, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committee of unsecured creditors has been appointed in these chapter 11 cases.

6. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the First Day Declaration.

ALIXPARTNERS’ QUALIFICATIONS

7. AlixPartners is an internationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for its work in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. In light of the size and complexity of these chapter 11 cases, the Debtors require a qualified and experienced financial advisor with the resources, capabilities, and experience of AlixPartners to assist them in taking steps that are crucial to the success of these chapter 11 cases.

³ Prior to the execution of the Engagement Letter, AlixPartners and the Debtors were party to a prior agreement dated March 25, 2024 (the “Prior Agreement”). By its terms, the Engagement Letter supersedes the Prior Agreement in its entirety and upon execution of the Engagement Letter, the Prior Agreement was terminated.

AlixPartners performs critical services that complement the services provided by the Debtors' other professionals.

8. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these chapter 11 cases. AlixPartners' professionals have provided restructuring or crisis management services in numerous large cases, including recent filings in this district. *See, e.g., In re NanoString Techs., Inc.*, No. 24-10160 (CTG) (Bankr. D. Del. Mar. 13, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re Mallinckrodt plc*, No. 23-11258 (JTD) (Bankr. D. Del. Oct. 2, 2023); *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D. Del. Jul. 18, 2023); *In re Clovis Oncology, Inc.*, No. 22-11292 (JKS) (Bankr. D. Del. Jan. 20, 2023); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Jan. 20, 2023); *In re Phoenix Services Topco, LLC*, No. 22-10906 (MFW) (Bankr. D. Del. Oct. 25, 2022); *In re Kabbage Inc. d/b/a KServicing*, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 21, 2022); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. Apr. 25, 2022); *In re Alto Maipo Delaware LLC*, No. 21-11507 (KBO) (Bankr. D. Del. Dec. 16, 2021); *In re Riverbed Tech., Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Dec. 8, 2021); *In re Alpha Latam Mgmt., LLC*, No. 21-11109 (JKS) (Bankr. D. Del. Sept. 15, 2021); *In re Nine Point Energy, LLC*, No. 21-10570 (MFW) (Bankr. D. Del. Apr. 20, 2021); *In re HighPoint Res. Corp.*, No. 21-10565 (CSS) (Bankr. D. Del. Apr. 13, 2021); *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Nov. 19, 2020); *In re RGN-Grp. Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del. Sept. 15, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) (Bankr. D. Del. July 23, 2020); *In re Celadon Grp., Inc.*, No. 19-12606 (KBO) (Bankr. D.

Del. Jan. 3, 2020); *In re Bumble Bee Parent, Inc.*, No. 19-12505 (LSS) (Bankr. D. Del. Dec. 26, 2019); *In re Hexion Holdings LLC*, No. 19-10684 (KG) (Bankr. D. Del. May 1, 2019).

9. In addition to AlixPartners' experience and reputation for providing financial advisory services in large, complex chapter 11 cases, since March 2024, AlixPartners has performed significant prepetition work for the Debtors. As a result, AlixPartners has acquired significant knowledge of the Debtors and their businesses, and familiarity with the Debtors' financial affairs, outstanding liabilities, operations, and related matters. Likewise, in providing prepetition services to the Debtors, AlixPartners' professionals have worked closely with the Debtors' management and their other advisors. Accordingly, AlixPartners has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services in these chapter 11 cases. The Debtors submit that the retention of AlixPartners on the terms and conditions set forth herein is necessary and appropriate, in the best interest of the Debtors, their estates, and all parties in interest, and should be granted in all respects.

10. If the Application is approved, the individuals working on this matter (the "AlixPartners Personnel"), with substantial expertise in the areas discussed above, will continue to provide necessary services to the Debtors. Such personnel will work closely with the Debtors' management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel and the significant prepetition work that AlixPartners performed for the Debtors, AlixPartners is well-qualified to provide services to and represent the Debtors' interests in these chapter 11 cases.

SERVICES TO BE PROVIDED

11. Prior to the Petition Date, the Debtors and AlixPartners entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of

the Engagement Letter were negotiated between the Debtors and AlixPartners and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court, AlixPartners may provide the services described in the Engagement Letter as AlixPartners and the Debtors shall deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including, but not limited to, the following:

- Assist the Debtors with evaluating the potential strategic alternatives for the business, including estimated timelines, forecasts and potential value available for the Debtors' stakeholders.
- Assist the Debtors to identify and implement both short-term and long-term liquidity generating initiatives.
- Assist the Debtors with development of alternative business plan scenarios, and such other related forecasts as may be requested by management and the board of directors in connection with the evaluation of potential strategic alternatives for the Debtors.
- Assist the Debtors in the design and implementation of a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of all constituencies.
- Assist the Debtors with their communications and/or negotiations with outside parties including the Debtors' stakeholders and potential acquirers of the Debtors' assets.
- Assist the Debtors with development of their rolling 13-week cash receipts and disbursements forecasting.
- Assist Debtors' management and their professionals specifically assigned to sourcing, developing, negotiating and implementing any financing, including DIP and exit financing facilities, if needed.
- Assist in preparing for bankruptcy and filing a bankruptcy petition, coordinating and providing administrative support for the proceeding and developing the Debtors' disclosure statement and plan of reorganization, or other appropriate case resolutions, if necessary.
- Advise the Debtors on the financial reporting requirements attendant to a bankruptcy filing, including but not limited to court orders, court-approved transactions, emergence, and fresh-start reporting.

- Assist management in preparing and testing accounting systems in order to perform appropriate accounting cut-off in the event that the Debtors need to file for bankruptcy.
- Assist with the preparation of documents such as a liquidation analysis, statements of financial affairs, schedules of assets and liabilities, potential preferences analysis, claims analysis, monthly operating reports and other regular reports required by the Court.
- Manage the Debtors' claims and claims reconciliation processes.
- Provide testimony and litigation support services regarding any of the matters to which AlixPartners is providing services.
- Meet with the unsecured creditors committee and other statutory or unofficial committees, if any, in connection with any bankruptcy filing, as necessary, to provide general process updates and other information as may be requested by the Debtors.
- Provide post confirmation services, as may be necessary, to support the chapter 11 plan and emergence.
- Assist the Debtors with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

12. Such financial advisory services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code.

13. When necessary, the AlixPartners Personnel will be assisted by or replaced by professionals at various levels.

NO DUPLICATION OF SERVICES

14. AlixPartners understands that the Debtors intend to retain additional professionals by separate application in connection with these chapter 11 cases, including, but not limited to, (i) Wilson Sonsini Goodrich & Rosati, P.C., as restructuring counsel, (ii) Stretto, Inc., as administrative advisor, and (iii) TD Cowen (f/k/a Cowen and Company, LLC), as investment banker. AlixPartners will work cooperatively with such professionals to integrate any respective work conducted by AlixPartners with the other work and roles performed by these professionals on behalf of the Debtors. The Debtors believe that the financial advisory services provided by

AlixPartners will complement, and not duplicate, the services rendered by any other professional retained in these chapter 11 cases.

FEE AND EXPENSE STRUCTURE

15. AlixPartners' decision to accept this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure").

16. AlixPartners' current standard hourly rates, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Partner & Managing Director	\$1,225 – \$1,495
Partner	\$1,200
Director	\$960 – \$1,125
Senior Vice President	\$800 – \$910
Vice President	\$640 – \$790
Consultant	\$230 – \$625

17. Effective as of July 1, 2024, AlixPartners' standard hourly rates will be as follows:

Title	Hourly Rate
Partner/ Partner & Managing Director	\$1,200 – \$1,495
Senior Vice President/ Director	\$825 – \$1,125
Vice President	\$640 – \$810
Consultant	\$230 – \$625

18. AlixPartners generally reviews and revises its billing rates semi-annually. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

19. To the extent the Debtors request services related to electronic discovery and data collection, certain monthly hosting fees and consulting fees will apply.

20. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

21. In addition to compensation for services rendered by the AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these chapter 11 cases, including but not limited to transportation costs, lodging, and meals plus an administrative fee of 3.0% of the Fees (as defined in the Engagement Letter) to cover all indirect administrative costs, including general administrative support, legal and IT support, and eDiscovery related expenses, as well as any technology costs associated with secure storage and handling of client data that are not otherwise specified in the Engagement Letter .All expenses will be charged at actual cost.

22. AlixPartners intends to apply for compensation for services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (Appendix A to 28 C.F.R. § 58), applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any other orders of the Court, both in connection with this

Application and the interim and final fee applications to be filed by AlixPartners in these chapter 11 cases.

23. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. AlixPartners' applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

24. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners does not currently request a success fee in connection with these chapter 11 cases.

25. AlixPartners received a retainer in the amount of \$250,000 from the Debtors (the "Retainer"). According to AlixPartners' books and records, during the 90-day period prior to the Petition Date, the Debtors paid AlixPartners \$788,349.63 in aggregate for professional services performed and expenses incurred, including the Retainer.

26. Any balance of the Retainer will constitute an evergreen retainer as security for post-petition services and expenses. An evergreen retainer is appropriate in these chapter 11 cases. First, evergreen retainer agreements reflect normal business terms in the marketplace. *See In re Insilco Techs., Inc.*, 291 B.R. 628, 634 (Bankr. D. Del. 2003) ("[I]t is not disputed that the taking of evergreen retainers is a practice now common in the marketplace [T]he practice in this district has been engaged in since at least the early 1990's"). Second, AlixPartners and the Debtors are sophisticated business entities that have negotiated the Retainer at arm's length.

As such, the Debtors respectfully request that approval of the proposed evergreen retainer is warranted.

27. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to, the Petition Date, AlixPartners may have incurred fees and reimbursable expenses related to the prepetition period which remain unpaid. Approval is sought from the Court for AlixPartners to apply the Retainer to these unpaid amounts. Upon entry of an order approving the relief requested herein, AlixPartners will apply the Retainer to the unpaid amounts, and the Debtors will not owe AlixPartners any sums for prepetition services.

REASONABLENESS OF THE FEE AND EXPENSE STRUCTURE

28. Without the relief requested herein, the Debtors would be deprived of the assistance of a qualified financial advisor, which would disadvantage the Debtors and parties in interest in these chapter 11 cases. If the Debtors are forced to engage a new financial advisor, the Debtors' restructuring efforts would be slowed as any such new advisor is provided with the necessary background to provide adequate services. Moreover, comparable financial advisors would likely require similar compensation.

29. To the best of the Debtors' knowledge, there is no agreement or understanding between AlixPartners and any nonaffiliated person or entity for sharing compensation received, or to be received, for services rendered in connection with the Debtors' chapter 11 cases. The Fee and Expense Structure described herein and set forth in the Engagement Letter is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services. The Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work and to cover fixed and routine

expenses. Thus, the Fee and Expense Structure is fair and reasonable under the standards set forth in section 327 of the Bankruptcy Code.

ALIXPARTNERS' DISINTERESTEDNESS

30. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the DelConte Declaration, AlixPartners: (a) is a "disinterested person" (within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and supplemented by section 1107(b) of the Bankruptcy Code) and does not hold or represent an interest materially adverse to the Debtors' estates, (b) has no connection to the Debtors, their creditors, or other parties in interest in these chapter 11 cases, or the attorneys or accountants of the foregoing, or the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee, and (c) does not hold any interest adverse to the Debtors' estates.

31. As set forth in further detail in the DelConte Declaration, AlixPartners has certain connections with creditors, equity security holders, and other parties in interest in these chapter 11 cases. AlixPartners does not believe that any of these connections represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or these chapter 11 cases.

32. In the event that AlixPartners learns of additional connections not reflected in the DelConte Declaration, AlixPartners will use reasonable efforts to promptly file a supplemental declaration.

INDEMNIFICATION PROVISIONS

33. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Debtors to indemnify

AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an “AlixPartners Party” and collectively, the “AlixPartners Parties”) from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent any such claims, liabilities, losses, expenses, and damages arising out of or in connection with the engagement of AlixPartners is caused by gross negligence, bad faith, willful misconduct, or fraud of any AlixPartners Party.

34. The Debtors and AlixPartners believe that the indemnification provisions contained in the Engagement Letter, as amended by the Proposed Order, are customary and reasonable for AlixPartners and comparable firms providing financial advisory services, and as would be modified pursuant to the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this district. *See, e.g., In re Virgin Orbit Holdings, Inc.*, No. 23-10405 (KBO) (Bankr. D. Del. May 18, 2023) (approving similarly modified indemnification provisions for the retention and employment of Alvarez & Marsal North America, LLC); *In re Clovis Oncology, Inc.*, No. 22-11292 (JKS) (Bankr. D. Del. Jan. 19, 2023) (approving similarly modified indemnification provisions for the retention and employment of AlixPartners); *In re Phoenix Services TopCo, LLC.*, No. 22-10906 (MFW) (Bankr. D. Del. Oct. 25, 2022) (same); *In re Kabbage, Inc.*, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 21, 2022) (same); *In re TNT Crane & Rigging, Inc.*, No. 20-11982 (BLS) (Bankr. D. Del. Sept. 18, 2020) (approving similarly modified indemnification provisions for the retention and employment of FTI Consulting, Inc.); *In re VIVUS, Inc.*, No. 20-11779 (LSS) (Bankr. D. Del. Aug. 24, 2020) (approving similarly modified indemnification provisions for the retention and employment of Ernst & Young LLP); *In re Lucky Brand Dungarees, LLC*, No. 20-11768 (CSS) (Bankr. D. Del. July 29, 2020)

(approving similarly modified indemnification provisions for the retention and employment of Houlihan Lokey Capital, Inc.).

35. Moreover, the terms and conditions of the indemnification provisions were negotiated by the Debtors and AlixPartners at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and all parties in interest in light of the fact that the Debtors anticipate AlixPartners' services to ensure the success of these chapter 11 cases. Accordingly, as part of this Application, the Debtors request that the Court approve the indemnification provisions as set forth in the Engagement Letter, as amended by the Proposed Order.

BASIS FOR RELIEF

36. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under this title.

11 U.S.C. § 327(a).

37. Bankruptcy Rule 2014 requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

38. The Debtors respectfully submit that section 327 of the Bankruptcy Code permits the retention and engagement of a professional firm like AlixPartners to undertake an advisory role in these chapter 11 cases. Furthermore, the Debtors believe that the requirements set forth in Bankruptcy Rule 2014 are satisfied by this Application. As a result, the Debtors respectfully submit that the retention of AlixPartners as financial advisor in these chapter 11 cases is in the best interest of the Debtors, their estates, and all parties in interest.

NOTICE

39. The Debtors will provide notice of this Application to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; and (c) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

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WHEREFORE the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Executed on June 25, 2024
London, England

/s/ Bret Christensen

Bret Christensen
President and Chief Executive Officer
DermTech, Inc., *et al.*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DERMTECH, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11378 (JTD)

(Jointly Administered)

Hearing Date: July 16, 2024 at 1:00 p.m. (ET)

Obj. Deadline: July 9, 2024 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

TO: (A) THE U.S. TRUSTEE; (B) THE HOLDERS OF THE THIRTY (30) LARGEST UNSECURED CLAIMS AGAINST THE DEBTORS; AND (C) ANY PARTY THAT HAS REQUESTED NOTICE PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that DermTech, Inc. and DermTech Operations, Inc. (each, a “Debtor” and collectively, the “Debtors”), as debtors and debtors in possession in the above-captioned chapter 11 cases, have filed the *Debtors’ Application for Entry of an Order (I) Authorizing the Employment and Retention of AlixPartners LLP as Financial and Restructuring Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **July 9, 2024 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON JULY 16, 2024 AT 1:00 P.M. (ET) BEFORE THE HONORABLE JOHN T. DORSEY, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors’ service address is 12340 El Camino Real, San Diego, California 92130.

Dated: June 25, 2024
Wilmington, Delaware

**WILSON SONSINI GOODRICH & ROSATI,
P.C.**

/s/ Shane M. Reil

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*Proposed Counsel for Debtors and Debtors in
Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DERMTECH, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11378 (JTD)

(Jointly Administered)

Ref. Docket No. __

**ORDER (I) AUTHORIZING DEBTORS TO EMPLOY AND RETAIN
ALIXPARTNERS, LLC AS THEIR FINANCIAL ADVISOR, EFFECTIVE
AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) (i) authorizing the employment and retention of AlixPartners as financial advisor to the Debtors, in accordance with the terms and conditions set forth in the Engagement Letter, a copy of which is attached to the Application as Exhibit B, effective as of the Petition Date, and (ii) granting related relief, all as more fully set forth in the Application; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of the Application and this proceeding in this district being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided under the circumstances;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors’ service address is 12340 El Camino Real, San Diego, California 92130.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

and it appearing that no other and further notice need be provided; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution, and a hearing to consider the relief requested in the Application (the “Hearing”) having been held if necessary; and upon the DelConte Declaration, the First Day Declaration, the record of the Hearing (if any was held), and all proceedings had before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted therein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain AlixPartners as their financial advisor in these chapter 11 cases, effective as of the Petition Date, and in accordance with the terms and conditions set forth in the Engagement Letter attached to the Application as **Exhibit B**, as modified by this Order.
3. The terms of the Engagement Letter, including, without limitation, the indemnification provisions, are reasonable, and are approved in all respects, as modified by this Order.
4. AlixPartners is authorized to apply the Retainer to unpaid amounts to satisfy any unbilled or other remaining prepetition fees and expenses that AlixPartners becomes aware of during its ordinary course billing review and reconciliation. The balance of the Retainer shall be treated as an evergreen retainer and held by AlixPartners as security throughout the pendency of these chapter 11 cases.

5. AlixPartners shall file monthly, interim, and final requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the U.S. Trustee Guidelines and any other such procedures as may be fixed by order of the Court. AlixPartners shall record its time in one-tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines.

6. The compensation terms set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, are approved pursuant to section 327 of the Bankruptcy Code, and AlixPartners shall be compensated and reimbursed pursuant to section 327 of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

7. The Debtors will reimburse AlixPartners for reasonable out-of-pocket expenses incurred in connection with the performance of its engagement under the Engagement Letter including, without limitation, fees, disbursements and other charges by AlixPartners' counsel to the extent provided for in the Engagement Letter as modified by this Order (including, without limitation, pursuant to the indemnification provisions as modified by this Order), which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise; *provided, however*, that AlixPartners shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of AlixPartners' fee applications in these chapter 11 cases.

8. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in connection with services rendered during these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate

that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

9. The indemnification provisions included in the Engagement Letter are approved, subject to the following:

- a) No AlixPartners Party (as that term is defined in the Engagement Letter) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court.
- b) The Debtors shall have no obligation to indemnify any AlixPartners Party, or provide contribution or reimbursement to any AlixPartners Party, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the AlixPartners Party's gross negligence, bad faith, fraud, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of an AlixPartners Party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the AlixPartners Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.
- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these cases, an AlixPartners Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, the AlixPartners Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the AlixPartners Party before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the

period of time under which the Court shall have jurisdiction over any request for fees and expenses by any AlixPartners Party for indemnification, contribution and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the AlixPartners Parties. All parties in interest shall retain the right to object to any demand by any AlixPartners Party for indemnification, contribution and/or reimbursement.

10. Any limitation of liability set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these chapter 11 cases.

11. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code.

12. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

13. AlixPartners shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in these chapter 11 cases.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

Engagement Letter



June 12, 2024

Mr. Kevin Sun
Chief Financial Officer, Treasurer, Secretary
DermTech Operations, Inc.
12340 El Camino Real
San Diego, CA 92130

Re: Agreement for Consulting Services

Dear Mr. Sun:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLC ("AlixPartners"), and DermTech, Inc. and certain of its subsidiaries and affiliates (the "Company") for the engagement of AlixPartners to provide consulting services to the Company.

This Agreement shall supersede in its entirety the agreement between AlixPartners and the Company dated March 25, 2024 (the "Prior Agreement"). For the avoidance of doubt, the Prior Agreement is hereby terminated.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Company and AlixPartners are each a "Party," and together the "Parties."

Objectives and Tasks

The responsibilities of AlixPartners may include, but not be limited to, the following:

- Assist the Company with evaluating the potential strategic alternatives for the business, including estimated timelines, forecasts and potential value available for the company's stakeholders.
- Assist the Company to identify and implement both short-term and long-term liquidity generating initiatives.
- Assist the Company with development of alternative business plan scenarios, and such other related forecasts as may be requested by management and the board of directors in connection with the evaluation of potential strategic alternatives for the Company.
- Assist the Company in the design and implementation of a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of all constituencies.
- Assist the Company with development of contingency plans and financial alternatives in the event an out-of-court restructuring cannot be achieved.
- Assist the Company with its communications and/or negotiations with outside parties including the Company's stakeholders and potential acquirers of Company assets.
- Assist the Company with development of its rolling 13-week cash receipts and disbursements forecasting.
- Assist Company's management and its professionals specifically assigned to sourcing, developing, negotiating and implementing any financing, including DIP and exit financing facilities, if needed.

AlixPartners

DermTech Operations, Inc.

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- Assist in preparing for and filing a bankruptcy petition, coordinating and providing administrative support for the proceeding and developing the Company's disclosure statement and plan of reorganization, or other appropriate case resolutions, if necessary.
- Advise the Company on the financial reporting requirements attendant to a bankruptcy filing, including but not limited to court orders, court-approved transactions, emergence, and fresh-start reporting.
- Assist management in preparing and testing accounting systems in order to perform appropriate accounting cut-off in the event that the Company needs to file for bankruptcy.
- Assist with the preparation of documents such as a liquidation analysis, statements of financial affairs, schedules of assets and liabilities, potential preferences analysis, claims analysis, monthly operating reports and other regular reports required by the Bankruptcy Court.
- Manage the claims and claims reconciliation processes.
- Provide testimony and litigation support services regarding any of the matters to which AlixPartners is providing services.
- Meet with the unsecured creditors committee and other statutory or unofficial committees, if any, in connection with any bankruptcy filing, as necessary, to provide general process updates and other information as may be requested by the Company.
- Provide post confirmation services, as may be necessary, to support the chapter 11 plan and emergence.
- Assist the Company with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

Staffing

Jesse DelConte will be responsible for the engagement, supported by the AlixPartners personnel necessary to complete the services provided under the Agreement. In addition, AlixPartners and its affiliates have relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

Timing and Fees

AlixPartners commenced this engagement on or about June 3, 2024 pending receipt of a copy of the executed Agreement.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

In the event the Company files for protection under the United States Bankruptcy Code, the Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners' retention nunc pro tunc to the date of filing. AlixPartners acknowledges its retention and the terms thereof

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DermTech Operations, Inc.
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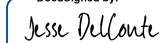
are subject to Bankruptcy Court approval.

* * *

If these terms meet with your approval, please sign and return a copy of the Agreement.

We look forward to working with you.

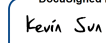
Sincerely yours,

DocuSigned by:

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Jesse DelConte
Partner & Managing Director

For and on behalf of AlixPartners, LLC

Agreement and acceptance confirmed

By: DocuSigned by:

8AC6B06B57884E5...
CFO

Its:

Dated: 6/13/2024 | 12:51 PM EDT

For and on behalf of DermTech Operations, Inc.



Schedule 1

Fees and Expenses

1. **Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are effective as of July 1, 2024:

Partner / Partner & Managing Director	USD 1,200 – USD 1,495
Senior Vice President / Director	USD 825 – USD 1,125
Vice President	USD 640 – USD 810
Consultant	USD 230 – USD 625

AlixPartners generally reviews and revises its billing rates semi-annually.

AlixPartners' total fees include any retainer, break fee, or success fee payable hereunder, if any (together, the "Fees"). In the event of a Chapter 11 filing, the Fees shall also include the Case Management Platform usage fees set forth in the Bankruptcy Related Matters Section of the General Terms and Conditions.

2. **Success Fee:** AlixPartners does not seek a success fee in connection with this engagement.
3. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this engagement, such as travel, lodging and meals, plus an administrative fee of 3% of the Fees to cover all other indirect administrative costs, including general administrative support, legal and IT support, and eDiscovery related expenses, as well as any technology costs associated with secure storage and handling of client data that are not otherwise specified in this Agreement. In the event of a bankruptcy filing, all expenses will be charged at actual cost.
4. **Retainer:** The Company previously paid AlixPartners a retainer of USD 250,000 in connection with the Prior Agreement (the "Retainer"), which Retainer shall be transferred to secure the Fees and expenses incurred in connection with the services provider under this Agreement.

Any balance of the retainer will be applied against the final invoice or returned to the Company at the end of the engagement.

5. **Payment:** AlixPartners will submit invoices no less frequently than bi-weekly for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt. In the event of a Chapter 11 filing, AlixPartners will submit invoices in the manner required by the Bankruptcy Court. All invoices will be due and payable immediately upon receipt, subject to Bankruptcy Court approval, as applicable.



Data Protection Schedule Description of Transfer

1. Categories of data subjects whose personal data is transferred

- ☒ Employees / Members / Contractors of Client
- ☒ Customers / Consumers / Clientele / Prospects of Client[should this be checked?]
- ☐ Other:

2. Categories of personal data transferred

- ☐ Background Check Data (Criminal History, Drug Test Results, References, etc.)
- ☐ Biometric Data (Facial Recognition, Fingerprints, Voice Recording, etc.)
- ☐ Browsing Data (Cookies, Website History, IP Address, etc.)
- ☒ Contact Information (Contact Details, Address, Email Address, Phone Numbers, etc.)
- ☐ Education and Skills (Academic Transcripts, Degrees, Languages, Training, etc.)
- ☒ Employment Information (Compensation, Job Title, Personnel Number, Workers Comp, Office Location, etc.)
- ☐ Family Information (Children, Parents, etc.)
- ☐ Financial Personal Information (Bank Accounts, Credit Card Numbers, etc.)
- ☐ Genetic Information (Genetic Sequence)
- ☐ Government Identifiers (National Identification Number, SSN, Driving License, etc.)
- ☐ Personal Identifiers (Name, Age, Date of Birth, Race, Video/Photo, Signature, etc.)
- ☐ Professional Experience & Affiliations (Trade Union Membership, Qualifications/Certifications, etc.)
- ☐ Social Media Data (Social Media Accounts, Social Media History, etc.)
- ☐ Travel and Expense (Travel History, Expense Details, etc.)
- ☐ User Account Information (Account Age, Account Number, Account Password, etc.)
- ☐ Workplace Welfare (Harassment Reports, Disciplinary Action, etc.)
- ☐ Other:

3. Frequency of data transfers

The frequency of the transfer will be continuous (multiple transfers).

4. Processing by AlixPartners

- 4.1. Nature of processing: The nature of processing will include receiving, storing, analyzing, transmitting to appropriate parties, and disposing of Personal Data.
- 4.2. Purpose of the data transfer and further processing: The purpose of processing is to provide the services described in the agreement above.
- 4.3. The period for which the personal data will be retained, or if the period is unknown, the criteria used to determine the period: AlixPartners will process Personal Data for the duration of the engagement.
- 4.4. Transfer to Sub-processors: Sub-processors may process Personal Data for the duration of the engagement life cycle and for the purposes specified above. See <https://www.alixpartners.com/policies/subprocessors/> for a list of sub-processors.

AlixPartners, LLC
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Company Responsibilities

AlixPartners' performance of the services in accordance with the terms of the Agreement are dependent on the Company's timely and effective completion of the following responsibilities to the extent they are reasonably necessary for such performance: (a) provide timely, reliable, accurate and detailed information, materials, documentation; and (b) make timely decisions, gain relevant approvals, and co-operate with AlixPartners as is necessary or desirable for the performance of the services.

Section 2. Nature of the Services of AlixPartners

AlixPartners is not an accounting firm or a law firm. AlixPartners is providing advisory and consulting services only and will not (i) unless expressly stated otherwise in the Agreement, make management decisions for the Company, (ii) perform accounting audits, or (iii) provide legal services or advice. While AlixPartners may, from time-to-time, suggest options that may be available to the Company, the ultimate decision as to such options rests with the Company, and AlixPartners makes no promise or guarantee, nor gives any representations, about the outcome of the Company's matters and/ or any decision it makes.

Section 3. Billing, Payments, and Taxes

Billing and Payments. All invoices for Fees and expenses are due as set forth on Schedule 1 (the "Due Date") via wire transfer to AlixPartners' bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter.

There will be no administrative fees or costs charged to AlixPartners for the use of e-billing, procurement, factoring, or other similar services in connection with our invoicing (e.g. Ariba, SAP, Tymetrix, Brightflag, etc.) of this engagement. If the Company requests or requires AlixPartners to use the Company's or a third party's e-billing, procurement, factoring, or other similar services in connection with our invoicing and there are fees charged or discounts applied in connection with AlixPartners' use of such services, the Company agrees to reimburse AlixPartners for those fees or discounts as a reimbursable expense under the Agreement.

Taxes. AlixPartners' Fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' Fees are subject to any taxes, such as State sales tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

Section 4. Use of Work Product

"Work Product" means all information, reports, materials, software and other work product that AlixPartners creates or develops specifically for the Company in the performance and/or preparation of the services that constitutes, contains and/or comprises AlixPartners' advice, observations, assessments, evaluations, theories,

formulas, methodologies, opinions, judgement, endorsements, recommendations and/ or proposals.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with the referenced entity, including the referenced entity's parent. In this definition, control means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Except as disclosure may be required by law, regulation or regulatory process, or as allowed below, the Company agrees that the Work Product shall only be used by the Company internally solely for its own benefit and use consistent with the purpose of the services under the Agreement. The Company acknowledges and agrees that AlixPartners' only duty of care in respect of the services and the Work Product is to the Company.

The Company may distribute the Work Product on a strictly confidential and non-reliance basis to its auditors, accountants, legal advisors, controlled and controlling Affiliates ("Authorized Recipients") provided that the Company understands and agrees that AlixPartners does not accept any liability to any of the Authorized Recipients and AlixPartners sole duty of care is to the Company. The Company shall be responsible for any damages resulting from a breach of the terms of the Agreement by its Authorized Recipients.

Except as described above and without AlixPartners' prior written approval (not to be unreasonably withheld or delayed), no part of AlixPartners' Work Product may be (i) disseminated, reproduced, quoted, or referenced with attribution to AlixPartners or an unnamed consultant or (ii) disseminated to third parties without AlixPartners' prior written consent and such third parties executing AlixPartners' Report Access Letter.

Section 5. Confidentiality

Nondisclosure of Confidential Information. Each Party shall keep confidential all confidential information, in whatever form, relating to a Party or its finances, accounts, business, technologies, products, customers or suppliers obtained from the other Party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither Party will disclose any Confidential Information to any other person or entity, except as permitted below. Confidential Information includes the terms of the Agreement.

Disclosure of Confidential Information. The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, either Party from making such disclosures of Confidential Information that either Party reasonably believes are required by law or any regulatory requirement or authority, including AlixPartners' disclosures to clear client conflicts and as may be required by FedRBank P2014 in unrelated bankruptcy matters.

Either Party may disclose Confidential Information to its Affiliates, and its and their directors, officers, employees, partners, subcontractors, auditors, accountants, agents and legal advisors (collectively, "Representatives"), but

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only if such Representatives reasonably need to know the Confidential Information as it relates to the services being provided under the Agreement and such Representatives are bound by similar confidentiality obligations. Each Party is responsible for any breach of these confidentiality obligations by any of its Representatives. In addition, AlixPartners may use the Company's Confidential Information obtained in connection with, and/or generated in the performance of, the services for benchmarking and related purposes, to augment the consulting offerings AlixPartners provides to the Company and other clients provided that AlixPartners will only use such information on an aggregated and anonymized basis and will not, in any circumstances, identify the Company in connection with such benchmarking and related purposes and in all such cases, AlixPartners shall comply with applicable laws and professional obligations.

Marketing. AlixPartners will have the right to disclose to any person that it provided services to the Company and a general description of such services, but AlixPartners shall not provide any other information about its involvement with the Company.

Exclusions. The confidentiality provisions of the Agreement will not apply to any information that (a) is or becomes generally available to the public through no action by either Party or its Representatives (as defined below), (b) are or become available to either Party on a non-confidential basis from a source that such Party reasonably believes is lawfully permitted to so provide, or (c) is independently developed by either Party without the use of the Confidential Information of the other Party.

Return or Destruction of Information. At the conclusion of the Agreement, the receiving Party and its Representatives may, and will if so requested in writing by the disclosing Party, promptly return to the disclosing Party all tangible Confidential Information provided to the receiving Party and its Representative and will destroy/delete all summaries, notes, studies, compilations or written or electronic copies and records that reflect any of the Confidential Information prepared by either Party or any of its Representatives. Such destruction/deletion (or return/delivery) will be confirmed in writing. The foregoing obligation to return or destroy documents shall not extend to (i) documents the receiving Party is obligated to retain pursuant to any applicable law, rule, regulation, policy or by a competent authority, or (ii) any computer files or documents created as a result of automatic archiving and backup procedures provided that any such retained documents shall remain subject to the Agreement.

Expiration. The obligations of the Parties under this section shall survive the end of any engagement between the Parties for a period of three (3) years.

Section 6. Intellectual Property

"Intellectual Property" means patents, registered designs, registered trademarks and applications and the right to apply for any of the foregoing, copyright, design rights, topography rights, database rights, brands, trademarks, utility model rights, rights in the nature of copyright, rights in inventions and all other industrial, commercial and intellectual property rights and all other rights or forms of protection having equivalent or similar effect to any of the foregoing arising anywhere in the world.

"AlixPartners Intellectual Property" means any Intellectual

Property that AlixPartners has created, acquired or developed prior to the date of and/or separately from the Agreement and any enhancements, developments and/or improvements to any of the foregoing by and/or on behalf of AlixPartners during the course of, and/or in performance of, the Agreement.

"Company Intellectual Property" means any Intellectual Property that AlixPartners creates specifically for the Company in the performance of the services that is not AlixPartners Intellectual Property.

As between the Parties, the Company's Intellectual Property shall be owned by the Company upon full payment of all Fees and expenses due to AlixPartners and to that effect, subject to the payment of such Fees and expenses, AlixPartners hereby assigns its rights and interests in and the Company's Intellectual Property to the Company.

As between the Parties, the AlixPartners Intellectual Property shall be owned by AlixPartners and except to the extent explicitly agreed hereunder the Company shall not acquire any title or interest in and to the AlixPartners Intellectual Property. AlixPartners hereby grants to the Company a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license to use the AlixPartners Intellectual Property only to the extent necessary to enable the Company to use and benefit from the results of the services, including the Company's Intellectual Property, subject to and in accordance with the terms of the Agreement.

Section 7. Limitation of Liability

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF AlixPartners. THE AlixPartners PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AlixPartners PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO AlixPartners FOR SERVICES UNDER THE AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THE AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP").

Nothing in the Agreement, including the Liability Cap, shall be deemed to limit or exclude AlixPartners' liability for (a) death or personal injury caused by negligence, (b) gross negligence, fraud or willful misconduct, or (c) to the extent such claim cannot be capped or limited by applicable law.

AlixPartners is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third-party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

Section 8. Indemnification

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The Company shall indemnify, hold harmless and defend AlixPartners and its Affiliates and its and their partners, directors, officers and employees (collectively, the "AlixPartners Parties") from and against all claims (including without limitation claims from Authorized Recipients), liabilities, losses, expenses and damages ("Loss") incurred or suffered arising out of or as a result of the performance by AlixPartners of the services or its obligations hereunder, or any third party's use of or reliance on the services provided under the Agreement or Work Product. The indemnity herein shall not apply to the extent such Loss directly arises as a result of AlixPartners' Parties gross negligence or willful misconduct. The Company shall pay Losses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both Parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Company's expense.

The Company's indemnification obligations in this Section 8 shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

Section 9. Non-Solicitation of Employees

The Company acknowledges and agrees that AlixPartners has made a significant monetary investment recruiting, hiring and training its personnel. During the term of the Agreement and for a period of one year after its termination or expiration (the "Restrictive Period"), the Company agrees not to directly or indirectly solicit the employment of any of AlixPartners' Partner & Managing Directors, Partners, Directors, or other employees/contractors who performed services under the Agreement or whom the Company or its Affiliates had interactions with as a result of the services provided under the Agreement. The following shall not be a violation of this section: (i) general solicitations, or recruitment through advertisements, job boards, websites, or other similar channels not targeted at AlixPartners personnel, or (ii) hiring former AlixPartners personnel who have not been employed by AlixPartners for a period of six (6) months prior to being contacted by the Company.

If during the Restrictive Period the Company directly or indirectly solicits away, hires or contracts with any of AlixPartners' Partner & Managing Directors, Partners, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the total cash compensation (salary plus any cash bonuses) paid to such person during the preceding twelve months. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Partner & Managing Directors, Partners, Directors, and other employees/consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

The provisions of this Section shall apply except to the extent the provisions conflict with applicable law.

Section 10. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each Party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing Party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, any Party may proceed directly to a court of competent jurisdiction to enforce the terms of the Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under the Agreement, or (ii) the non-performance of obligations under Section 8. For the purposes of this paragraph, the Parties expressly consent to the jurisdiction of all Federal and state courts located in New York, New York.

In any court proceeding arising out of the Agreement, the Parties hereby waive any right to trial by jury.

Equitable Remedies. Each Party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each Party agrees that the non-breaching Party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement.

Section 11. Termination and Survival

The Agreement may be terminated at any time by ten days' written notice by one Party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses incurred through the termination date (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Company due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9 10, 11, 12, 13, and 14 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 12. General

Force Majeure. "Force Majeure Event" means any action,

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omission, act, event or circumstance which is beyond the reasonable control of AlixPartners and which prevents AlixPartners from performing any of its obligations under the Agreement, including failure to meet any standard of performance.

If a Force Majeure Event occurs, AlixPartners will, as soon as reasonably practicable, notify the Company of its occurrence, nature and the anticipated impact it will have on AlixPartners' ability to perform its obligations under the Agreement and AlixPartners will have no liability in respect of the non-performance of such obligations during the continuation of the Force Majeure Event and for such time after its ends as is reasonably necessary for AlixPartners to recommence its affected performance under the Agreement.

Anti-Money Laundering Compliance. AlixPartners is obliged to and shall comply with certain regulations pertaining to its activities, including client take-on and the services contemplated during this engagement (for example UK, US and European anti- money laundering regulations as well as economic sanctions regulations administered by OFAC and/ or the Department of State in the US). The Company acknowledges and agrees that AlixPartners will conduct customer due diligence checks at the outset of the business relationship and periodically thereafter, which may involve verifying the identity of the Company, the beneficial owners of the Company, or their associated persons and entities, as well as other persons and entities with which AlixPartners is dealing in connection with this engagement. In that context, AlixPartners may request such information and documentation as is required for these purposes and AlixPartners shall retain all information and documentation provided in accordance with applicable laws and its document retention policy, as amended from time to time.

Anti-Bribery and Corruption. The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010). Each Party shall notify the other immediately if it has reason to suspect that any breach of the foregoing has occurred, is occurring or is likely to occur in connection with the Agreement, its subject matter or the receipt or payment (as the case may be) of any moneys from or by or on behalf of the Company.

If either Party (the "Defaulting Party") breaches this section, the other Party (the "Non-Defaulting Party") may, notwithstanding any other terms of the Agreement terminate the Agreement and may recover from the Defaulting Party any loss or damage suffered by the Non-Defaulting Party resulting from such termination.

The rights and remedies under this section entitled 'Anti-Bribery and Corruption' shall survive acceptance and payment of any moneys and be without prejudice to any other right or remedy available to the Non-Defaulting Party.

Severability. If any provision(s) of the Agreement are, in any jurisdiction, found to be invalid or unenforceable, that provision or parts thereof (as the case may be) will to that extent and in that jurisdiction be deemed not to form part of the Agreement and the enforceability of the remainder will not be affected in such jurisdiction.

Entire Agreement. The Agreement, including the letter, the Terms and the schedule(s), contains the entire

understanding of the Parties relating to the services and supersedes any and all prior proposals, communications, agreements, understandings, representations, or estimates among the Parties with respect to such services. Each Party agrees that in entering into the Agreement other than as expressly included in the Agreement it does not rely on any statement, representation, undertaking, agreement or understanding of any nature made by any person. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the Parties.

Related Matters. If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to the Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

Joint and Several Liability. If more than one counterparty enters into the Agreement with AlixPartners, the liability of each such counterparty shall be joint and several, and AlixPartners may take action against, or release or compromise the liability of, any counterparty, without affecting the liability of any other counterparty.

Third-Party Beneficiaries. Except where expressly stated to be for the benefit of Affiliates of AlixPartners (and such Affiliates will acquire rights to enforce the relevant terms), a person who is not a party to the Agreement has no rights to enforce any terms of the Agreement.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: Chief Legal Officer

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to AlixPartners. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 13. Bankruptcy Related Matters

Notwithstanding anything to the contrary in these Terms, in the event the Company files for protection under the United States Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services if the Company becomes a debtor under the United States Bankruptcy Code unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to

AlixPartners, LLC
General Terms and Conditions

AlixPartners' fee and expense matters.

The Company and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with the Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under the Agreement. The Company will reimburse AlixPartners for the reasonable fees and expenses of such independent legal counsel, following approval by the Bankruptcy Court.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Bankruptcy Court approval to apply the retainer to these amounts.

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time AlixPartners is involved in providing services to the Company. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

Case Management Platform. AlixPartners may, where applicable, grant the Company usage of AlixPartners' proprietary suite of digital tools to enable Bankruptcy Court reporting (the "Case Management Platform"). AlixPartners will grant the Company access and use of the Case Management Platform to pre-approved authorized users at the Company (as agreed to by the parties). The Company understands the Case Management Platform is AlixPartners Intellectual Property as that term is defined in the Intellectual Property Section of the Terms. The Company shall not acquire any other interest in the Case Management Platform other than the limited non-transferable ability to access and use the Case Management Platform. When AlixPartners is providing the Company access to the Case Management Platform, the usage charges below will apply in addition to the Fees set forth on Schedule 1.

Number of Authorized Users	Monthly Fee
1-25	USD 20,000
26-50	USD 35,000
51-75	USD 45,000
76-100	USD 50,000
Over 100	USD 65,000

The Case Management Platform usage fee will be invoiced in accordance with the Billing, Payments, and Taxes Section of the Terms.

Any custom modification or enhancement requests from the Company regarding the Case Management Platform may be performed at an additional cost to the Company (as agreed by the parties). Any such modifications or enhancements will be billed at AlixPartners' standard hourly rates.

Section 14. Data Protection

To the extent applicable, the Company and AlixPartners shall comply with the terms of the AlixPartners Data Protection Addendum (located at: <https://www.alixpartners.com/data-protection-addendum/>), which form part of the Agreement. The Data Protection Schedule of the Agreement shall apply to the Data Protection Addendum.

EXHIBIT C

DelConte Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

DERMTECH, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11378 (JTD)

(Jointly Administered)

**DECLARATION OF JESSE DELCONTE IN SUPPORT OF
DEBTORS' APPLICATION FOR (I) ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLC
AS FINANCIAL ADVISOR FOR THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

I, Jesse DelConte, make this declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Partner and Managing Director of AlixPartners, LLC ("AlixPartners"),² which has a principal place of business at 909 Third Avenue, Floor 30, New York, New York 10022.

2. I submit this declaration (the "Declaration") on behalf of AlixPartners in support of the *Debtors' Application for (I) Entry of an Order Authorizing Debtors to Retain and Employ AlixPartners, LLC as Financial Advisor, Effective as of the Petition Date; and (II) Granting Related Relief* (the "Application"), by which the Debtors are seeking to employ and retain AlixPartners as their financial advisor in these chapter 11 cases, effective as of the Petition Date, on the terms and conditions set forth in the Application and the engagement letter between the Debtors and AlixPartners attached to the Application as **Exhibit B** (the "Engagement Letter").

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: DermTech, Inc. (0849) and DermTech Operations, Inc. (8997). The Debtors' service address is 12340 El Camino Real, San Diego, California 92130.

² Capitalized terms used but not otherwise defined herein have the meanings set forth in the Application.

Except as otherwise noted,³ I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

ALIXPARTNERS' QUALIFICATIONS

3. AlixPartners is an internationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for its work in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. In light of the size and complexity of these chapter 11 cases, the Debtors require a qualified and experienced financial advisor with the resources, capabilities, and experience of AlixPartners to assist them in taking steps that are crucial to the success of these chapter 11 cases. AlixPartners performs critical services that complement the services provided by the Debtors' other professionals.

4. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these chapter 11 cases. Its professionals have provided restructuring or crisis management services in numerous large cases, including recent filings in this district. *See, e.g., In re NanoString Techs., Inc.*, No. 24-10160 (CTG) (Bankr. D. Del. Mar. 13, 2024); *In re Cano Health, Inc.*, No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re Mallinckrodt plc*, No. 23-11258 (JTD) (Bankr. D. Del. Oct. 2, 2023); *In re KDC Agribusiness LLC*, No. 23-10786 (CTG) (Bankr. D. Del. Jul. 18, 2023); *In re Clovis Oncology, Inc.*, No. 22-11292 (JKS) (Bankr. D. Del. Jan. 20, 2023); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Jan. 20, 2023); *In re Phoenix Services Topco, LLC*, No. 22-10906 (MFW) (Bankr. D. Del. Oct. 25, 2022); *In re Kabbage Inc. d/b/a KServicing*, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 21, 2022); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re MD Helicopters*,

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AlixPartners and are based on information provided by them.

Inc., No. 22-10263 (KBO) (Bankr. D. Del. Apr. 25, 2022); *In re Alto Maipo Delaware LLC*, No. 21-11507 (KBO) (Bankr. D. Del. Dec. 16, 2021); *In re Riverbed Tech., Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Dec. 8, 2021); *In re Alpha Latam Mgmt., LLC*, No. 21-11109 (JKS) (Bankr. D. Del. Sept. 15, 2021); *In re Nine Point Energy, LLC*, No. 21-10570 (MFW) (Bankr. D. Del. Apr. 20, 2021); *In re HighPoint Res. Corp.*, No. 21-10565 (CSS) (Bankr. D. Del. Apr. 13, 2021); *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Nov. 19, 2020); *In re RGN-Grp. Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del. Sept. 15, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) (Bankr. D. Del. July 23, 2020); *In re Celadon Grp., Inc.*, No. 19-12606 (KBO) (Bankr. D. Del. Jan. 3, 2020); *In re Bumble Bee Parent, Inc.*, No. 19-12505 (LSS) (Bankr. D. Del. Dec. 26, 2019); *In re Hexion Holdings LLC*, No. 19-10684 (KG) (Bankr. D. Del. May 1, 2019).

5. If the Application is approved, the individuals working on this matter (the “AlixPartners Personnel”), with substantial expertise in the areas discussed above, will continue to provide necessary services to the Debtors. Such personnel will work closely with the Debtors’ management and other professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel and the significant prepetition work that AlixPartners performed for the Debtors, AlixPartners is well-qualified to provide services to and represent the Debtors’ interests in these chapter 11 cases.

SERVICES TO BE PROVIDED

6. Prior to the Petition Date, the Debtors and AlixPartners entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and AlixPartners and reflect the parties’ mutual agreement as to the substantial efforts that will be required in this engagement. Subject to further order of the Court, AlixPartners may provide the services described in the Engagement Letter as AlixPartners and the Debtors shall deem appropriate and feasible in order

to advise the Debtors in the course of these chapter 11 cases, including, but not limited to, the following:

- Assist the Debtors with evaluating the potential strategic alternatives for the business, including estimated timelines, forecasts and potential value available for the Debtors' stakeholders.
- Assist the Debtors to identify and implement both short-term and long-term liquidity generating initiatives.
- Assist the Debtors with development of alternative business plan scenarios, and such other related forecasts as may be requested by management and the board of directors in connection with the evaluation of potential strategic alternatives for the Debtors.
- Assist the Debtors in the design and implementation of a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of all constituencies.
- Assist the Debtors with their communications and/or negotiations with outside parties including the Debtors' stakeholders and potential acquirers of the Debtors' assets.
- Assist the Debtors with development of their rolling 13-week cash receipts and disbursements forecasting.
- Assist Debtors' management and their professionals specifically assigned to sourcing, developing, negotiating and implementing any financing, including DIP and exit financing facilities, if needed.
- Assist in preparing for bankruptcy and filing a bankruptcy petition, coordinating and providing administrative support for the proceeding and developing the Debtors' disclosure statement and plan of reorganization, or other appropriate case resolutions, if necessary.
- Advise the Debtors on the financial reporting requirements attendant to a bankruptcy filing, including but not limited to court orders, court-approved transactions, emergence, and fresh-start reporting.
- Assist management in preparing and testing accounting systems in order to perform appropriate accounting cut-off in the event that the Debtors need to file for bankruptcy.
- Assist with the preparation of documents such as a liquidation analysis, statements of financial affairs, schedules of assets and liabilities, potential preferences analysis, claims analysis, monthly operating reports and other regular reports required by the Court.
- Manage the Debtors' claims and claims reconciliation processes.
- Provide testimony and litigation support services regarding any of the matters to which AlixPartners is providing services.

- Meet with the unsecured creditors committee and other statutory or unofficial committees, if any, in connection with any bankruptcy filing, as necessary, to provide general process updates and other information as may be requested by the Debtors.
- Provide post confirmation services, as may be necessary, to support the chapter 11 plan and emergence.
- Assist the Debtors with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

7. Such financial advisory services are necessary to the Debtors' restructuring efforts and in the ongoing operation and management of the Debtors' businesses while subject to chapter 11 of the Bankruptcy Code.

8. When necessary, the AlixPartners Personnel will be assisted or replaced by professionals at various levels.

NO DUPLICATION OF SERVICES

9. AlixPartners understands that the Debtors intend to retain additional professionals by separate application in connection with these chapter 11 cases, including, but not limited to, (i) Wilson Sonsini Goodrich & Rosati, P.C., as restructuring counsel, (ii) Stretto, Inc., as administrative advisor, and (iii) TD Cowen (f/k/a Cowen and Company, LLC), as investment banker. AlixPartners will work cooperatively with such professionals to integrate any respective work conducted by AlixPartners with the other work and roles performed by these professionals on behalf of the Debtors. The services provided by AlixPartners will complement, and not duplicate, the services rendered by any other professional retained in these chapter 11 cases.

FEE AND EXPENSE STRUCTURE

10. AlixPartners' decision to accept this engagement to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure").

11. AlixPartners' current standard hourly rates, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Partner & Managing Director	\$1,225 – \$1,495
Partner	\$1,200
Director	\$960 – \$1,125
Senior Vice President	\$800 – \$910
Vice President	\$640 – \$790
Consultant	\$230 – \$625

12. Effective as of July 1, 2024, AlixPartners' standard hourly rates will be as follows:

Title	Hourly Rate
Partner/ Partner & Managing Director	\$1,200 – \$1,495
Senior Vice President/ Director	\$825 – \$1,125
Vice President	\$640 – \$810
Consultant	\$230 – \$625

13. AlixPartners generally reviews and revises its billing rates semi-annually. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.

14. To the extent the Debtors request services related to electronic discovery and data collection, certain monthly hosting fees and consulting fees will apply.

15. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in these chapter 11 cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

16. In addition to compensation for services rendered by the AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in

connection with these chapter 11 cases, including but not limited to transportation costs, lodging, and meals plus an administrative fee of 3.0% of the Fees (as defined in the Engagement Letter) to cover all indirect administrative costs, including general administrative support, legal and IT support, and eDiscovery related expenses, as well as any technology costs associated with secure storage and handling of client data that are not otherwise specified in the Engagement Letter .All expenses will be charged at actual cost.

17. AlixPartners intends to apply for compensation for services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (Appendix A to 28 C.F.R. § 58), applicable provisions of the Bankruptcy Code, including sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any other orders of the Court, both in connection with this Application and the interim and final fee applications to be filed by AlixPartners in these chapter 11 cases.

18. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these chapter 11 cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. AlixPartners' applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

19. AlixPartners often works for compensation that includes hourly-based fees and performance-based, contingent-incentive compensation earned upon achieving meaningful results. AlixPartners does not currently request a success fee in connection with these chapter 11 cases.

20. AlixPartners received a retainer in the amount of \$250,000 from the Debtors (the “Retainer”). According to AlixPartners’ books and records, during the 90-day period prior to the Petition Date, the Debtors paid AlixPartners \$788,349.63 in aggregate for professional services performed and expenses incurred, including the Retainer.

21. AlixPartners is requesting that any balance of the Retainer constitute an evergreen retainer as security for post-petition services and expenses. An evergreen retainer is appropriate in these chapter 11 cases because it reflects normal business terms in the marketplace and because AlixPartners and the Debtors are sophisticated business entities that have negotiated the Retainer at arm’s length.

22. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to, the Petition Date, AlixPartners may have incurred fees and reimbursable expenses related to the prepetition period which remain unpaid. Approval is sought from this Court for AlixPartners to apply the Retainer to these unpaid amounts. Upon entry of an order approving the relief requested in the Application, AlixPartners will apply the Retainer to the unpaid amounts, and the Debtors will not owe AlixPartners any sums for prepetition services.

Indemnification Provisions

23. The Engagement Letter contains standard indemnification language with respect to AlixPartners’ services including, without limitation, an agreement by the Debtors to indemnify AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an “AlixPartners Party” and collectively, the “AlixPartners Parties”) from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent any such claims, liabilities, losses, expenses, and damages arising out of or in connection with the engagement of

AlixPartners is caused by gross negligence, bad faith, willful misconduct, or fraud of any AlixPartners Party.

24. AlixPartners believes that the indemnification provisions contained in the Engagement Letter, as may be amended in the Proposed Order, are customary and reasonable for AlixPartners and comparable firms providing financial advisory services, and as would be modified pursuant to the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this district.

25. Moreover, the terms and conditions of the indemnification provisions were negotiated by the Debtors and AlixPartners at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and all parties in interest in light of the fact that the Debtors require AlixPartners' services to ensure the success of these chapter 11 cases.

AlixPartners' Disinterestedness

26. In connection with its proposed retention by the Debtors in these chapter 11 cases, AlixPartners undertook a complex process, the details of which are set forth in **Schedule 2**, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates. Specifically, AlixPartners obtained from the Debtors and/or their representatives a list of potential parties in interest list in these chapter 11 cases (each, a "**Potential Party in Interest**", and collectively the "**Potential Parties in Interest**"). The list Potential Parties in Interest is attached hereto as **Schedule 1**. A search was performed for connections to each Potential Party in Interest as to AlixPartners Holdings, LLP, AlixPartners' parent company ("**Holdings**"), and each of Holdings' U.S. and non-U.S. subsidiaries ("**Holdings Enterprise**", collectively "**AP**"). Results for connections to the Potential Parties in Interest are disclosed on **Schedule 2**.

27. Based on that review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested, or to hold or represent an interest adverse to the Debtors' estates.

28. AlixPartners and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different law firms, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or in opposition to other professionals involved in these chapter 11 cases. Moreover, AlixPartners might have referred work to other professionals retained in these chapter 11 cases. Likewise, professionals retained in these chapter 11 cases might have referred work to AlixPartners. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtors' estates.

29. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these chapter 11 cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider, or other party in interest in such unrelated matters.

30. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the AlixPartners Personnel (a) have any connection

with the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), or any employee in the office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the District of Delaware, except as otherwise set forth **Schedule 2**.

31. To the best of my knowledge, neither the AlixPartners Personnel nor AP is a direct holder of any of the Debtors’ securities. It is possible that certain of AlixPartners’ employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in the Debtors, mutual funds or other investment vehicles (including various types of private funds) that own the Debtors’ or other parties in interest’s debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of indirect interests have no control over investment decisions related to such investment funds or financial instruments. Per the procedures set forth in **Schedule 1**, AlixPartners makes certain inquiries regarding direct interests and, to the extent required, will file a supplemental declaration reflecting additional details. AlixPartners’ policy prohibits its employees from personally trading in the Debtors’ securities.

32. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases.

33. Certain of AlixPartners’ employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

34. Despite the efforts described above to identify and disclose the connections that AP and its affiliates have with parties in interest in these chapter 11 cases, because the Debtors form

a large enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

35. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

36. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners, nor any of the AlixPartners Personnel hold or represent any interest adverse to the Debtors or their estates, and AlixPartners is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that AlixPartners and the AlixPartners Personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

37. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that

AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 25, 2024

ALIXPARTNERS, LLC

By: /s/ Jesse DelConte
Jesse DelConte
Partner & Managing Director

SCHEDULE 1

Potential Parties in Interest

POTENTIAL PARTIES IN INTEREST LIST¹

1. DEBTORS, SUBSIDIARIES, AND AFFILIATED ENTITIES (INCLUDING JOINT VENTURES)

DERMTECH, INC.
DERMTECH OPERATIONS, INC.

2. CURRENT & FORMER DIRECTORS AND OFFICERS

BRET CHRISTENSEN
MARK AGUILLARD
KEVIN SUN
LOREN CLARKE
BILL ZONDLER
RAMIN (“RAY”) AKHAVAN
JOHN DOBAK, M.D.
CLAUDIA IBARRA
MICHAEL HOWELL, PH.D.
TODD WOOD
STEVE KEMPER
BURKHARD JANSEN, M.D.
RAJIV SHUKLA
CRAIG POLLAK
MATTHEW L. POSARD
HERM ROSENMAN
CYNTHIA COLLINS
MONICA TELLADO
NATHALIE GERSCHTEIN KERAUDY
MARK CAPONE
KIRK MALLOY
ENRICO PICOZZA
GARY JACOBS
SCOTT PANCOAST
DR. JOHN ALEXANDER
ALAN ROSLING
KEWAL HANDA
JOHN DOBAK, M.D.

3. SIGNIFICANT EQUITY HOLDERS

VAN HERK INVESTMENTS B.V.

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise may fall under multiple categories is likely to be listed under only one category.

4. DEBTOR RESTRUCTURING PROFESSIONALS

ALIXPARTNERS LLP
WILSON SONSINI GOODRICH & ROSATI, P.C.
STRETTO INC.
TD COWEN

5. INSURERS AND BENEFIT PROVIDERS/BROKERS

FIDELITY INVESTMENTS, INC.
FIDELITY MANAGEMENT TRUST COMPANY
MODERN HEALTH
IGOE & CO
ARAG, LLC
SPOT PET INSURANCE
MODERN HEALTH ARIZONA PLLC
MARSH & MCLENNAN AGENCY LLC
ATLANTIC SPECIALTY INSURANCE COMPANY
AT-BAY SPECIALTY INSURANCE COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
ARCH INSURANCE COMPANY
UNDERWRITERS AT LLOYD'S LONDON
UNDERWRITERS AT LLOYD'S LONDON (BEAZLEY)
INDEPENDENCE BLUE CROSS
SOMPO
STARSTONE
AIG
HUDSON
CNA
ORION
AWAC

6. LANDLORDS

KILROY REALTY LP

7. CASH MANAGEMENT BANKS

BANK OF AMERICA
PACIFIC WESTERN BANK

8. PARTIES AND COUNTERPARTY COUNSEL TO MATERIAL PENDING LITIGATION

LITIGATION COUNTERPARTIES

MO TASHAKOR
JOY DELOUTH

KILROY REALTY LP
CONSOLIDATED CLASS ACTION PARTIES: ELENA C. QUARFORD, MIKA BAGHERI,
ROBERT WEINER; DEFENDANTS: DERMTECH, INC., JOHN DOBAK, KEVIN SUN;
THIRD PARTIES: RAMRAS ACCOUNTS, SAMEER KHANNA, SANDRA NOLAN,
SUNAINA KHANNA
DERIVATIVE ACTION PLAINTIFF: JOSEPH FLEISCHMAN
KESHIIA ROSENBERG
ELENA C. QUARFORD

COUNSEL TO LITIGATION COUNTERPARTIES

JOSEPH P. SAKAI
DONALD R. HOLBEN & ASSOCIATES, APC
KARAVAS KIELY SCHLOSS & WHITMAN LLP
POMERANTZ
GLANCY PRONGAY & MURRAY LLP
THE ROSEN LAW FIRM
LEVI & KORSINKY
THE BROWN LAW FIRM, P.C.
SWIGART LAW GROUP, APC

9. MAJOR CUSTOMERS

LILLY CORPORATE CENTER - LCC
THERAPEUTICS, INC.
MEDIMMUNE LIMITED
VIELABIO INC.
AMYTRX THERAPEUTICS, INC.
KYOWA KIRIN CO., LTD.
MEMORIAL SLOAN KETTERING CANCER CENTER
RAPT THERAPEUTICS, INC.
UCB BIOPHARMA SRL
INCYTE CORPORATION
ARISTEA
VENTUS THERAPEUTICS U.S., INC.
GILEAD SCIENCES, INC.
LABCORP CENTRAL LABS SVCS LP
INHIBRX, INC.
ESCIENT PHARMACEUTICALS, INC.
RIBON THERAPEUTICS, INC.
BLUEFIN BIOMEDICINE
SANGUINE BIOSCIENCES
ABBVIE
DEVONIAN HEALTH GROUP, INC.
GENENTECH
PPD GLOBAL CENTRAL LABS, LLC

10. MAJOR SUPPLIERS, VENDORS, AND OTHER PARTIES

ANTHEM BLUE CROSS
HUB INTERNATIONAL
MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO
FEDEX
FRICTIONLESS SOLUTIONS, INC
KPMG LLP
LIFE TECHNOLOGIES CORPORATION
INTOUCH GROUP, LLC
JPMORGAN CHASE BANK, N.A.

11. UNITED STATES BANKRUPTCY JUDGES IN THE DISTRICT OF DELAWARE

JOHN T. DORSEY
LAURIE S. SILVERSTEIN
CRAIG T. GOLDBLATT
THOMAS M. HORAN
KAREN B. OWENS
BRENDAN LINEHAN SHANNON
J. KATE STICKLES
MARY F. WALRATH

12. UNITED STATES TRUSTEES FOR THE DISTRICT OF DELAWARE AND KEY STAFF MEMBERS

LAUREN ATTIX
MALCOLM M. BATES
FANG BU
LINDA CASEY
JOSEPH CUDIA
HOLLY DICE
SHAKIMA L. DORTCH
TIMOTHY J. FOX, JR.
DIANE GIORDANO
MICHAEL GIRELLO
CHRISTINE GREEN
BENJAMIN HACKMAN
NYANQUOI JONES
JANE LEAMY
JONATHAN LIPSHIE
HANNAH M. MCCOLLUM
JONATHAN NYAKU
JAMES R. O'MALLEY
LINDA RICHENDERFER
RICHARD SCHEPACARTER
EDITH A. SERRANO
ROSA SIERRA-FOX

ELIZABETH THOMAS
DION WYNN

13. UTILITY PROVIDERS

SDG&E
AT&T
COX BUSINESS

14. GOVERNMENT AND TAXATION AUTHORITIES

SECURITIES AND EXCHANGE COMMISSION
UNITED STATES TREASURY
NEW YORK STATE DEP'T. OF HEALTH
COUNTY OF SAN DIEGO, DEPT OF ENVIR HEALTH
SAN DIEGO COUNTY TREASURER (SDCTTC)
CALIFORNIA DEP'T OF PUBLIC HEALTH
CITY OF SAN DIEGO
SAN DIEGO COUNTY APCD
PENN. DEP'T OF HEALTH, BUREAU OF LABS
THE JOINT COMMISSION
STATE OF ALABAMA
STATE OF ARKANSAS
STATE OF ARIZONA
STATE OF CALIFORNIA
STATE OF COLORADO
STATE OF CONNECTICUT
STATE OF DELAWARE
STATE OF FLORIDA
STATE OF GEORGIA
STATE OF IOWA
STATE OF ILLINOIS
STATE OF INDIANA
STATE OF KANSAS
STATE OF KENTUCKY
STATE OF LOUISIANA
STATE OF MASSACHUSETTS
STATE OF MARYLAND
STATE OF MICHIGAN
STATE OF MINNESOTA
STATE OF MISSOURI
STATE OF MONTANA
STATE OF NORTH CAROLINA
STATE OF NEBRASKA
STATE OF NEW HAMPSHIRE
STATE OF NEW JERSEY
STATE OF NEVADA
STATE OF NEW YORK

STATE OF OHIO
STATE OF OKLAHOMA
STATE OF OREGON
STATE OF PENNSYLVANIA
STATE OF RHODE ISLAND
STATE OF SOUTH CAROLINA
STATE OF TENNESSEE
STATE OF TEXAS
STATE OF UTAH
STATE OF VIRGINIA
STATE OF WASHINGTON
STATE OF WISCONSIN

15. TOP 30 UNSECURED CREDITORS (EXCLUDING CREDITORS APPEARING IN OTHER CATEGORIES OF THIS LIST)

SAPIO SCIENCES
HCP, INC.
MONSHAW CONSULTING LLC
MEDICAL DERMATOLOGY SPECIALISTS
WORKIVA, INC
ILLUMINA, INC.
GEORGIADIS, GUS
EBASE SOLUTIONS LLC
PACIFIC MEDICAL CONSULTANTS, INC
THOMSON REUTERS - WEST
RELIANCE STANDARD LIFE INSURANCE CO
BEGHOU CONSULTING
XILTRIX NORTH AMERICA, LLC
MODERNIZING MEDICINE, INC.
ISC INTERNATIONAL. LTD
PROVIDERTRUST, INC
ISSA RESEARCH AND CONSULTING
INOVAGEN, INC
PROFESSIONAL MAINTENANCE SYSTEMS (PMS)
SKIN SURGERY MEDICAL GROUP, INC.
HERRON, MARK
MEDREV SOLUTIONS, LLC
VEOLIA ENVIRONMENTAL SERVICES
TIPALTI, INC
SCMG
NEXTGEN HEALTHCARE, INC
HI-TECH PRODUCTS
PROVEN SOLUTIONS, LLC
CANTEEN SAN DIEGO
ZYMO RESEARCH CORPORATION
CHILDS DERMATOLOGY CLINIC

BALBOA TRAVEL, INC.
PIPETTE.COM (ACCUTECH LABS, INC.)
SAPIENT CREATIVE SERVICES, INC.
AZENTA US, INC

16. CAPITAL LEASES

COPY LINK

17. LIENHOLDERS

THERMO FISHER FINANCIAL SERVICES, INC.

SCHEDULE 2

AlixPartners' Disinterestedness

- In connection with the proposed employment and retention of AP Services, LLC (“APS”) by the Debtors in these Chapter 11 Cases, AlixPartners¹ undertook a complex process, the details of which are set forth below, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors’ estates.

AlixPartners Holdings, LLP, AlixPartners’ parent company (“Holdings”), directly or indirectly owns Holdings’ U.S. and non-U.S. subsidiaries (collectively, the “Holdings Enterprise”). The equity capital of Holdings is owned by the following investors:

- (i) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other trusts established by Jay Alix (collectively the “Lakeview Parties”);
- (ii) Caisse de dépôt et placement du Québec (“CDPQ”);
- (iii) Investcorp Holdings B.S.C. (“IVC”);
- (iv) Public Sector Pension Investment Board (“PSP”); and
- (v) Current Partners and Managing Directors and certain former Managing Directors of AP (as defined below) and their individual and family trusts, as well as certain other individuals, including current members of the Boards (as hereinafter defined) and employees of the Lakeview Parties, and their individual and family trusts.

(Collectively, (i) – (v) above are hereinafter referred to as the “Investors”, and the subset (ii) – (iv) above are hereinafter referred to as the “Institutional Investors”).

Holdings and AlixPartners, each have a board of directors (together, the “Boards”). No individual or entity controls either of the Boards. Designees of each of the Investors (i) – (iv) above serve as members of the Boards. The Holdings Enterprise does not invest in distressed assets of any class, nor does it have any investment affiliates.

CDPQ is one of Canada’s largest institutional investment managers. It manages investments on behalf of most of Quebec Canada’s public and parapublic pension and insurance funds. CDPQ invests globally in numerous industries.

IVC is a leading global provider and manager of alternative investment products.

PSP is one of Canada’s largest pension investment managers. It invests funds for the pension plans of the Public Service, the Canadian Armed Forces, the Royal Canadian Mounted Police and the Reserve Force. PSP manages a diversified global portfolio in numerous industries throughout the world.

The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

In addition to their investments in Holdings, the Institutional Investors have substantial investments unrelated to AlixPartners.

¹ AlixPartners performs all administrative functions for APS.

The Boards are not involved in the delivery of client services and their members do not have access to client files, except for a minority of members of the Boards that are AlixPartners employees. As a precautionary matter, AlixPartners maintains information barriers and guidelines designed to prevent certain confidential client information, including the names of clients likely to be involved in a not-yet-filed case under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors (including, before the filing of these Chapter 11 Cases, the fact that AlixPartners was about to undertake an assignment involving the Debtors) has been or will be furnished by AlixPartners to the Investors or their Board designees, and AlixPartners will continue to abide by its confidentiality obligations to the Debtors. Each Investor is independent of each other Investor and is governed by its own board of directors or similar body and managed by its own management team. AlixPartners operates independently and does not share employees, officers or other management with any of the Investors. AlixPartners and each of the Investors have separate offices in separate buildings, use separate internet email addresses, and do not otherwise share IT systems.

AlixPartners formed and currently holds a majority and controlling ownership interest in GSS UK Holdings Limited (“GSS”). GSS and its subsidiaries developed a regulatory technology platform to provide global, centralized sanctions screening services to financial institutions. Various Investors, including certain AlixPartners Partners and Managing Directors and Board members, hold minority ownership interests in GSS. AlixPartners currently has a majority of the seats on the board of directors of GSS. GSS does not share office space or IT systems with AlixPartners, but does share certain employees and services such as finance systems. The names of GSS’s investors and customers (but not its vendors and employees) are loaded into the database where AlixPartners’ connections are stored and are disclosed as part of the disclosure process described herein.

AlixPartners has one database where connections are stored for all entities in the Holdings Enterprise. The process for the preparation of disclosures is as follows: upon receipt of a potential parties in interest list from the Debtors and/or their representatives (the “Parties in Interest List”), all such parties are input to the database by team members familiar with the database. A report of the “hits” is generated, and the team members review those “hits” for connections. Where there is a connection, a disclosure is drafted. After the team completes draft disclosures, the disclosures are reviewed by an in-house bankruptcy attorney. The attorney coordinates with the team to finalize the disclosures, which are then reviewed by the engagement’s Partner and Managing Director. These initial disclosures (the “Initial Disclosures”) are thereafter filed with the Bankruptcy Court as part of the retention pleadings.

Promptly thereafter, a bankruptcy paralegal in the firm uses the Initial Disclosures and the Parties in Interest List to draft a firmwide email for each bankruptcy filing, including the Debtors’ cases. This email is sent to every firm employee as well as the members of the Boards and the Lakeview Parties. The firmwide email requests each recipient to review the attached file that includes the parties in interest and corresponding disclosures,

and asks that every recipient: (a) contact the legal department in the event that they have a connection or relationship with an interested party that is not included in our disclosures; (b) if they have a connection or relationship with an interested party that is included in our disclosures, confirm that it is accurately described; and (c) contact the legal department if they own securities of the Debtors. Members of the legal team review all email responses and draft any supplemental disclosures appropriate to reflect information received in response to the firmwide email. After the review process described in the immediately preceding paragraph, supplemental disclosures are thereafter filed with the Bankruptcy Court.

After the Initial Disclosures are filed with the Bankruptcy Court, AlixPartners also provides the names of the Debtors, their owners/investors, lenders and, on a case-by-case basis, other named entities (collectively, the “Investor Search Parties”), to the Institutional Investors, and requests that each Institutional Investor run a check of the Investor Search Parties across all investment portfolios including, upon reasonable investigation, (i) private and public funds, (ii) loan positions, and (iii) known positions across CLO holdings (all of the foregoing subject to the exceptions listed below, the “Investor Connections Check”). The exceptions to the Investor Connections Check are (i) investments over which the Institutional Investors do not possess actual investment authority and discretion (“direct control”), (ii) index replication position, (iii) investments owned in separate accounts managed by independent parties not affiliated with the Institutional Investors, and (iv) pooled investment vehicles in which the Institutional Investors do not exercise actual control or in which the Institutional Investors do not have visibility sufficient to ascertain such vehicle’s investments. Members of the legal team review all responses received from the Institutional Investors and draft disclosures appropriate to reflect information received from the Institutional Investors that, following review, are filed with the Bankruptcy Court.

Upon receipt of the responses from the Institutional Investors to the Investor Connections Check, AlixPartners will file any supplemental disclosures which may be required.

To the extent AlixPartners learns of connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Institutional Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these Chapter 11 Cases. Based on, among other things, the business separation between each of the Investors and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to any such engagement.

Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investors may have with the Investor Search Parties, the Debtors and their affiliates, and other parties in interest in these Chapter 11 Cases.

Specifically, AlixPartners obtained from the Debtors and/or their representatives the Parties in Interest List, which is attached hereto as Schedule 1 and conducted a search for connections in accordance with the procedures set forth above.

AlixPartners represents that, to the best of its knowledge, it knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested or hold or represent an interest adverse to the Debtors' estates, and furthermore wishes to the disclose the following with respect to the Holdings Enterprise (collectively, "AP", unless otherwise noted):

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.
- AP has issued debt in the form of a USD-denominated senior secured term loan, and a Euro-denominated senior secured term loan (collectively, the "Term Loans"), as well as revolving credit facility (the "Revolving Credit Facility").

Bank of America, N.A. serves as the Administrative Agent for the Term Loans and the Revolving Credit Facility and as such manages all trading of the Term Loans and Revolving Credit Facility between investors. Many of the holders of the Term Loans are pools organized by banks, mutual fund management companies and other fund managers (collectively, "Fund Managers") who pool debt instruments issued by multiple / different borrowers and offer interests in the pools to investors. The identities of the investors in the pools cannot be ascertained by AP. The Term Loans are actively traded. Thus, the list of Fund Managers and other investors directly holding the Term Loans can become outdated quickly. On a monthly basis, AP reviews the list of investors in the Term Loans for the purpose of making relationship disclosures in chapter 11 cases. As of the last monthly report, no Fund Manager or other investor in the Term Loans held greater than 10% of the combined US-denominated and Euro-denominated Term Loans. In the event that any entity accumulates a 10% or greater interest in the combined US-denominated and Euro-denominated Term Loans, AP will disclose the name of such entity.

The participants in the Revolving Credit Facility are Bank of America, N.A., Credit Suisse, Deutsche Bank AG Host Bank, Goldman Sachs Lending Partners LLC, HSBC Bank USA, NA, and JPMorgan Chase Bank N.A.

- The Internal Revenue Service ("IRS") is a former AP client in matters unrelated to the Debtors. The IRS is a lienholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- The United States Department of Justice ("DOJ"), including the United States Attorney General's Office, is a current and former client of AP in matters unrelated to the Debtors. The DOJ is a litigation party, adverse litigation party, lessor and professional to current and former AP clients in matters unrelated to the Debtors.

- AP follows a practice to solicit from the members of its Boards their connections to the parties in interest independent of AP. In response, one or more of the members of its Boards have offered the following disclosures:
 - AT&T is a utility provider to the Debtors. AT&T Mobility is a vendor to an AP investor or one of its affiliates.
 - Bank of America, a banking service provider to the Debtors, is a lender to an AP investor or one of its affiliates.
 - Fidelity Investments, Inc. (“Fidelity Investments”) and Fidelity Management Trust Company, insurers and benefit providers/brokers to the Debtors, are vendors to an AP investor or one of its affiliates.
 - JPMorgan Chase Bank, N.A. is a supplier and vendor to the Debtors. J.P. Morgan Investment Management Inc. is a vendor to an AP investor or one of its affiliates.
 - Travelers Casualty & Surety Company of America and Travelers Property Casualty Company of America are insurers and benefit providers/brokers to the Debtors. The Travelers Indemnity Company is a vendor to an AP investor or one of its affiliates.
 - Wilson Sonsini Goodrich & Rosati, P.C., a professional to the Debtors, is a current or former legal services provider to an AP investor or one of its affiliates.
- Abbvie, a customer to the Debtors, and affiliated entities (“Abbvie”), are adverse litigation parties, lenders, litigation parties, non-adverse litigation parties, related parties and lienholders to current and former AP clients in matters unrelated to the Debtors. Abbvie is a current AP client in matters unrelated to the Debtors. Abbvie is a former employer of a current AP employee.
- AIG, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“AIG”), are bondholders, adverse litigation parties, non-adverse litigation parties, lenders, related parties, investors and lessors to current and former AP clients in matters unrelated to the Debtors. AIG is a former AP client in matters unrelated to the Debtors. AIG is a former employer of current AP employees.
- Anthem Blue Cross, a supplier and vendor to the Debtors, and affiliated entities, are bondholders, lenders, adverse litigation parties and non-adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- ARAG, LLC, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“ARAG”), are former employers of a current AP employee. ARAG is an employee benefits provider to AP.
- Arch Insurance Company, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“Arch”), are adverse litigation parties, professionals, lenders and non-

adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Arch is a current AP client in matters unrelated to the Debtors. Arch is a former employer of a current AP employee. Arch is an insurance provider to AP.

- AT&T, a utility provider to the Debtors, and affiliated entities (“AT&T”), are joint venture entities, lessors, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T was a member of the official committees of unsecured creditors that retained AP in Windstream Holdings, Inc., Forever 21, Inc., Fusion Connect and Pareteum Corporation, former bankruptcy matters unrelated to the Debtors. AT&T is a vendor to AP.
- Atlantic Specialty Insurance Company (“Atlantic Specialty”), an insurer and benefit provider/broker to the Debtors, is a bondholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Atlantic Specialty is an insurance provider to AP.
- AWAC, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“AWAC”), are non-adverse litigation parties, adverse litigation parties, litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. AWAC is an insurance provider to AP.
- Azenta US, Inc., an unsecured creditor to the Debtors, and affiliated entities, are former AP clients in matters unrelated to the Debtors.
- Bank of America, a banking service provider to the Debtors, and affiliated entities (“BOA”), are bondholders, litigation parties, non-adverse litigation parties, adverse litigation parties, investors, lenders, lessors, lienholders, shareholders, director-affiliated companies and professionals to current and former AP clients in matters unrelated to the Debtors. BOA is a current and former AP client in matters unrelated to the Debtors. BOA is a former employer of current AP employees.
- City of San Diego, a taxing authority to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- CNA, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“CNA”), are affiliates, bondholders, litigation parties, adverse litigation parties, lenders, non-adverse litigation parties and lienholders to current and former AP clients in matters unrelated to the Debtors. CNA is an insurance provider to AP.
- Cox Business, a utility provider to the Debtors, and affiliated entities (“Cox”) are litigation parties to a current AP client in matters unrelated to the Debtors. Cox is a former AP client in matters unrelated to the Debtors. Cox is a former employer of a current AP employee.
- FedEx, a supplier and vendor to the Debtors, and affiliated entities (“FedEx”), are adverse litigation parties, lenders lessees and lienholders to current and former AP clients in matters unrelated to the Debtors. FedEx is a vendor to AP.

- Fidelity Investments, Inc. and Fidelity Management Trust Company, insurers and benefit providers/brokers to the Debtors, and affiliated entities (“Fidelity”), are bondholders, non-adverse litigation parties, joint venture entities, lenders, professionals, shareholders, lessors, lienholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Fidelity is a former AP client in matters unrelated to the Debtors. Fidelity is a former employer of current AP employees. Fidelity is an employee benefits provider to AP.
- Glancy Prongay & Murray LLP, counsel to litigation parties to the Debtors, is opposing counsel to a former AP client in matters unrelated to the Debtors.
- HCP, Inc., an unsecured creditor to the Debtors, and affiliated entities (“HCP”), are lessors and limited partners to current and former AP clients in matters unrelated to the Debtors. HCP is a current AP client in matters unrelated to the Debtors.
- Hudson, an insurer and benefit provider/broker to the Debtors, and affiliated entities, are related parties to a current AP client in matters unrelated to the Debtors.
- Illumina, Inc., an unsecured creditor to the Debtors, is a former AP client in matters unrelated to the Debtors.
- Incyte Corporation, a customer to the Debtors, is a former AP client in matters unrelated to the Debtors.
- Independence Blue Cross, an insurer and benefit provider/broker to the Debtors, and affiliated entities, are non-adverse litigation parties to a current AP client in matters unrelated to the Debtors.
- JPMorgan Chase Bank, N.A., a supplier and vendor to the Debtors, and affiliated entities (“JP Morgan”), are bondholders, litigation parties, non-adverse litigation parties, adverse litigation parties, investors, lenders, lienholders, shareholders, affiliates, limited partners, investment bankers, lessors, professionals and parent companies to current and former AP clients in matters unrelated to the Debtors. JP Morgan is a current and former AP client in matters unrelated to the Debtors. JP Morgan is a former employer of current AP employees.
- Kilroy Realty LP, a landlord and litigation counterparty to the Debtors, is a lessor and lender to current and former AP clients in matters unrelated to the Debtors.
- Kirk Malloy, a current Director to the Debtors, is a Director to a current AP client in matters unrelated to the Debtors.
- KPMG LLP, a supplier and vendor to the Debtors, is a professional and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. KPMG LLP is a current AP client in matters unrelated to the Debtors. KPMG LLP is a former employer of current AP employees. KPMG LLP is an auditor to AP.

- Levi & Korsinky, a supplier and vendor to the Debtors, is counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Marsh & McLennan Agency LLC, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“Marsh”), are non-adverse litigation parties to a former AP client in matters unrelated to the Debtors. Marsh is a former employer of a current AP employee. Marsh is an insurance broker to AP.
- MedImmune Limited, a customer to the Debtors, is a former AP client in matters unrelated to the Debtors.
- Memorial Sloan Kettering Cancer Center, a customer to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.
- Mintz Levin Cohn Ferris Glovsky and Popeo (“Mintz”), a supplier and vendor to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Mintz is a current AP client in matters unrelated to the Debtors.
- Modern Health and Modern Health Arizona PLLC, insurers and benefit providers/brokers to the Debtors, are employee benefit providers to AP.
- Modernizing Medicine, Inc., an unsecured creditor to the Debtors, is a former AP client in matters unrelated to the Debtors.
- New York State Dep’t. of Health, a taxing authority to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Nextgen Healthcare, Inc., an unsecured creditor to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Pomerantz, counsel to litigation parties to the Debtors, is counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Reliance Standard Life Insurance Co., an unsecured creditor to the Debtors, is a bondholder, lender and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- Sompo, an insurer and benefit provider/broker to the Debtors, and affiliated entities (“Sompo”), are bondholders, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Sompo is a current and former AP client in matters unrelated to the Debtors. Sompo is an insurance provider to AP.
- Stretto, Inc., a professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors. Stretto, Inc. is a former AP client in matters unrelated to the Debtors.

- TD Cowen, a professional to the Debtors, is a shareholder and lender to current AP clients in matters unrelated to the Debtors.
- The Brown Law Firm, P.C., counsel to litigation parties to the Debtors, is opposing counsel to a former AP client in matters unrelated to the Debtors.
- The Rosen Law Firm, counsel to litigation parties to the Debtors, is opposing counsel to a former AP client in matters unrelated to the Debtors.
- Travelers Casualty & Surety Company of America and Travelers Property Casualty Company of America, insurers and benefit providers/brokers to the Debtors, and affiliated entities ("Travelers"), are bondholders, non-adverse litigation parties, professionals, adverse litigation parties, lenders, investors, limited partners and lessors to current and former AP clients in matters unrelated to the Debtors. Travelers is a current and former AP client in matters unrelated to the Debtors.
- Underwriters at Lloyd's London and Underwriters at Lloyd's London (Beazley), insurers and benefit providers/brokers to the Debtors, and affiliated entities ("Lloyd's/Beazley"), are litigation parties, related parties, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Lloyd's/Beazley is a current and former AP client in matters unrelated to the Debtors. Lloyd's/Beazley is an insurance provider to AP.
- Wilson Sonsini Goodrich & Rosati P.C. ("Wilson Sonsini"), a professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Wilson Sonsini is a former AP client in matters unrelated to the Debtors.