

Appendix C

Release

CLAIMANT

The individual asserting the primary claims herein is: (Check One)

- The alleged ACTOS Product User;
- A person with legal authority to act in a representative capacity on behalf of the Product User or the Estate of a deceased Product User.

CLAIMANT'S COUNSEL (If none, check here:)

Firm:

Lead Attorney:

IDENTIFICATION OF PRODUCT USER

Please identify the ACTOS Product User, regardless of whether the claim is brought directly by the Product User or by a Representative:

Name

Address

Street

City

State

Zip

Social Security Number

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(Enter numbers only)

AUTHORIZED REPRESENTATIVE

IF the PRODUCT USER is (check one): Deceased or a Minor or Incapacitated/Other Bases, provide the following information to identify the Representative with the authority to act on Behalf of the Product User or the Product User's Estate.

Representative's Name

First

Middle

Last

Representative's Address

Street

City

State

Zip

Representative's Social Security Number

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(Enter numbers only)

Describe Nature of Representative Capacity: _____

DERIVATIVE CLAIMANT(S)

In consideration of the payments set forth in the MSA, Claimant and/or the Representative of Claimant/Claimant's Estate agrees to identify below all persons having or asserting the right to bring claims, including future wrongful death claims, by reason of their relationship with the Product User, including, without limitation, the Product User's spouse or surviving spouse, representatives, and/or heirs, concerning the Product User's alleged use of ACTOS Products.
(Use additional copies of this page as needed).

Name																							
Relationship to Product User																							
Address	Street																						
	City	State	Zip																				
Social Security Number	<table border="1" style="width:100%; text-align:center;"> <tr> <td> </td><td> </td> </tr> </table> (Enter numbers only)																						
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RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT (“Release”) is made and entered into on the date(s) signed below by: (1) the undersigned Claimant, or the undersigned authorized Representative of the Claimant or Claimant’s Estate ; and (2) any undersigned Derivative Claimant(s), as such terms are defined below.

I. RECITALS

WHEREAS a claim has been asserted by or on behalf of Claimant against Takeda Pharmaceutical Company Limited and Takeda Pharmaceuticals U.S.A., Inc. (collectively, “Takeda”), Eli Lilly and Company (“Lilly”) and/or other defendants (collectively, “Named Defendants”), relating to Claimant’s alleged use of ACTOS Products;

WHEREAS the Named Defendants have denied and continue to deny any liability based on Claimant’s claims, allegations and assertions; and

WHEREAS the parties have agreed to resolve fully all claims, differences and controversies by and between Claimant (and/or any Other Releasing Persons, as defined below) and the Named Defendants and the other Released Persons (as defined below) that exist, have existed or may exist in the future and that arise from, involve or relate to Claimant’s alleged use of ACTOS Products.

II. RELEASE

A. Complete and General Release, Covenant Not To Sue and Assignment.

1. **Claimants.** “Claimant” as used herein refers to the ACTOS Products User by or on behalf of whom claims have been asserted, or may be asserted in the future (*i.e.*, wrongful death claims). To the extent this Release is executed by a Representative, such Representative represents and warrants that he/she is properly authorized by law to execute this Release on behalf of the Claimant or, if the Claimant is deceased, the Claimant’s Estate. Such Representative of the Claimant and/or Claimant’s Estate also executes this Release on behalf of himself/herself, individually, to the extent he/she is an “Other Releasing Person”, as defined below.
2. **Claimant’s Participation in Master Settlement Agreement.** Claimant acknowledges that he/she has elected to participate in a settlement described in the Master Settlement Agreement dated April 28, 2015 (“MSA”) between Takeda and the Plaintiffs’ Settlement Review Committee (“PSRC”), and that this Release is executed to implement obligations arising under that MSA. The definitions, terms and conditions of that MSA are hereby incorporated into this Release. Claimant acknowledges that he/she is bound by the MSA, and that the undertakings and releases by Claimant and/or Representative of the Claimant/Claimant’s Estate and/or any Other Releasing Persons (as defined below) are provided for herein are made in consideration for participation in the ACTOS Resolution Program. Claimant acknowledges and agrees to the allocation of the Settlement Funds described in the MSA.
3. **Person.** The term “Person” as used herein shall mean a natural person, corporation, limited liability company, other company, trust, joint venture,

association, partnership, or other enterprise or entity, or the legal representative of any of the foregoing.

4. **Other Releasing Persons.** The term “Other Releasing Persons” as used herein shall mean any and all Persons who have or assert any right to sue, including to bring a future wrongful death claim against, the Named Defendants and/or any other Released Persons, independently, derivatively or otherwise, by reason of their personal relationship with Claimant, and/or otherwise by, through or under, or otherwise in relation to, Claimant (“Derivative Claimants”). Derivative Claimants include, but are not limited to, Claimant’s spouse, heirs, beneficiaries, surviving spouse (including, but not limited to, a putative or common law spouse), surviving domestic partner and/or next of kin, if any. Claimant and/or the Representative of Claimant/Claimant’s Estate acknowledges his/her obligation to identify all persons having or asserting the right to bring claims by reason of their relationship with the Product User, including, without limitation, any future wrongful death claim of the Product User’s representatives or heirs, concerning the Product User’s alleged use of ACTOS Products.
5. **Released Persons.** The term “Released Persons” as used herein shall mean:
 - (a) Takeda Development Center Americas, Inc., formerly known as Takeda Global Research & Development Center, Takeda Development Centre Europe Ltd., formerly known as Takeda Global Research & Development Centre – Europe, Takeda Pharmaceuticals America, Inc., Takeda Pharmaceutical Company Limited, Takeda Pharmaceuticals International, Inc., Takeda Pharmaceuticals LLC, Takeda Pharmaceuticals U.S.A., Inc., formerly known as Takeda Pharmaceuticals North America, Inc., Takeda California, Inc., formerly known as Takeda San Francisco and Takeda San Diego, Inc., Takeda Ventures, Inc., Takeda America Holdings, Takeda Industries, Inc., Lilly, and/or other Defendants;
 - (b) Any and all past or present suppliers or manufacturers of materials, components, and services used in the manufacture of ACTOS Products, including the labeling and packaging thereof;
 - (c) Any and all past or present distributors of ACTOS Products, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of ACTOS Products, and sale representatives;
 - (d) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, nurses, pharmacies, hospitals, and medical centers who provided treatment in any way related to any Claimant’s alleged use of ACTOS Products, all health care providers who prescribed ACTOS Products for any Claimant, all pharmacists and pharmacies who dispensed ACTOS Products to any Claimant;
 - (e) Any direct or indirect parent, subsidiary, affiliate, sister entity, shareholder, predecessor or successor of any of the Persons identified in subparagraphs (a)-(d) above.

- (f) Any other Person against whom Claimant has asserted or could attempt to assert any claim, liability, or right to payment arising out of or related in any way to Claimant's alleged use of ACTOS Products, whether as a joint tortfeasor or otherwise, under any theory of law or equity, including any person or entity named as a defendant in any pending litigation relating to ACTOS Products;
- (g) Any attorney, law firm, and its employees representing the Named Defendants or other Released Persons in regard to Claimant's alleged use of ACTOS Products and Claimant's asserted claims against the Named Defendants or other Released Persons;
- (h) Any insurer of any of the Persons identified in subparagraphs (a)-(g) above in its capacity as such (and any reinsurer of such insurer in its capacity as such); and
- (i) Any past, present or future officers, directors, board members, employees and shareholders, and past, present and future parents, subsidiaries, affiliates, controlling persons, suppliers, vendors, distributors, contractors, agents, assigns, servants, counsel, and insurers of any of the Persons identified in subparagraphs (a)-(h) above in his or her capacity as such, and all of their officers, directors, employees, shareholders, predecessors, successors, assigns, heirs, executors, estate administrators, and personal representatives (or the equivalent thereto).

6. **Settled Claims.** The term "Settled Claims" shall mean any and all claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, including any future wrongful death claim, arising out of or relating to the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval, and/or labeling of ACTOS Products, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of ACTOS Products. The term "Settled Claims" also includes any claims, causes of action, demands, damages, costs, expenses, liabilities or other losses, whether in law or in equity, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future, including any future wrongful death claim, arising directly or indirectly out of or in any way related to, this Release and the events surrounding its negotiation and execution. These "Settled Claims" also include any cause of action that Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of the Named Defendants and/or other Released Persons in connection with this settlement or the defense of the Named Defendants and/or other Released Persons as that defense relates to ACTOS Products-related claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all ACTOS Products -related claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, including but not limited to:

- (a) Personal injury and/or bodily injury, damage, death, fear of disease or injury, including without limitation reduced future medical treatment options, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;
- (b) Compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind;
- (c) Loss of wages, income, earnings, and earning capacity, medical expenses, medical benefits, including rights to future Medicare or Medicaid benefits, doctor, hospital, nursing, and drug bills;
- (d) Loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, surviving spouses, former spouses, parents, children, other relatives or “significant others” of Claimants;
- (e) Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement, and other similar claims whether arising under statute, regulation, or judicial decision;
- (f) Wrongful death and survival actions, including any future wrongful death claim;
- (g) Medical screening and monitoring, injunctive and declaratory relief;
- (h) Economic or business losses or disgorgement of profit;
- (i) Prejudgment or post-judgment interest;
- (j) Spoliation causes of action, whether negligent, intentional or otherwise; and
- (k) Sanctions of any kind, whether monetary or non-monetary, against any Released Persons, under any potentially applicable rule or law including but not limited to Fed. R. Civ. P. 37 and Ill. S. Ct. Rule 219(c); this includes enforcement of existing orders and pursuit of any deferred sanctions in the MDL against any Released Persons.

7. **Released Claims.** Claimant on his/her own behalf, and/or through Claimant’s Representative or the Representative of Claimant’s Estate, and any Other Releasing Persons, individually and for their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, release and forever discharge the Released Persons from all Settled Claims, as defined above, and further agree and covenant not to sue Released Persons for any Settled Claims. All releases, warranties, representations, covenants, assignments, promises and agreements of any kind made in this Release by Claimant, and/or on behalf of Claimant or Claimant’s estate, are also made on behalf of each and every Other Releasing Person. The scope of this Release is intended to include any liability whatsoever that:

- (a) Arises directly or indirectly out of or is in any manner related to any alleged defect in ACTOS Products or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of ACTOS Products;
- (b) Arises directly or indirectly from the actions of Released Persons or any other person involved in the manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of ACTOS Products and from the actions of any person affiliated with or representing the Released Persons;
- (c) Arises directly or indirectly out of or is in any manner related to any alleged representations, promises, statements, warranties (express or implied) or guarantees given and made by any of the Released Persons or anyone affiliated with any Released Person in connection with ACTOS Products;
- (d) Arises directly or indirectly out of or is in any manner related to Claimant's alleged use of ACTOS Products, and any injuries or damages resulting directly or indirectly therefrom;
- (e) Arises directly or indirectly out of or is in any manner related to Claimant's alleged use of ACTOS Products, or any injuries and losses to Claimant, without limitation, including those injuries or losses to Claimant that may hereafter develop or become known;
- (f) Arises directly or indirectly out of or is in any manner related to any of the matters, occurrences or transactions which could have been asserted in connection with Claimant's alleged use of ACTOS Products, including, without limitation, any and all claims for relief and damages; and
- (g) Arises directly or indirectly out of or is in any manner related to this settlement, including negotiation, of Claimant's claims.

8. **Unknown Facts.** It is expressly understood and agreed that this Release is intended to and does cover any and all losses, injuries, damages and claims of every kind and nature whatsoever, whether direct or indirect, known or unknown, including any future wrongful death claim, and suspected or unsuspected. It is also understood and agreed that facts different from, or in addition to, those which are now known to be, or believed to be true may be discovered with respect to ACTOS Products, the Released Claims, and the Released Persons' activities as they relate to ACTOS Products. It is also understood and agreed that facts different from, or in addition to, those which are now known to be, or believed to be true may be discovered with respect to Claimant's alleged injuries, losses and claims, including, but not limited to, other diagnoses of other cancers, recurrences of Bladder Cancer, and/or future complications, death, or other injuries relating to Bladder Cancer or other cancers or the treatment of Bladder Cancer or other cancers. It is understood and agreed that this Release, and the specific releases contained herein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof. Claimant, and/or the Representative of the Claimant and/or the Other Releasing Persons expressly waive any and all rights under any statute, code, regulation, ordinance

or the common law, which may limit or restrict the effect of a general release as to claims, including claims that are not known or suspected to exist at the time of the Release. Specifically, the Claimant and/or the Representative of the Claimant and/or the Other Releasing Persons acknowledge that they have been advised by the Claimant's attorneys concerning, and are familiar with, the California Civil Code Section 1542, and expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

9. **Applicability.** The releases herein are specifically intended to operate and be applicable even if it is alleged, charged, or proven that some or all of the claims or damages released are caused in whole or in part by the negligence, negligence per se, gross negligence, breach of warranty, violation of statute or common law, defective product, malice, or conduct of any type by any of the Released Persons, Claimant, or anyone else.
10. **Assignment.** Any and all claims or damages directly or indirectly arising from or in connection with any of the allegations made or that might have been made arising from or relating to Claimant's alleged use of ACTOS Products and any other claims which were or could have been raised are hereby assigned in full to the Released Persons.

B. Indemnification. In consideration of the payments set forth in the MSA, and pursuant to the obligation of Claimant and/or the Representative of Claimant/Claimant's Estate to identify all persons having or asserting the right to bring claims by reason of their relationship with the Product User, including, without limitation, any future wrongful death claim of the Product User's representatives or heirs, concerning the Product User's alleged use of ACTOS Products, Claimant and/or the Representative of Claimant/Claimant's Estate agrees to hereby bind Claimant's heirs, personal representatives, successors, and assigns and to indemnify, repay and hold harmless the Released Persons from any claim or judgment, including any multiple damages (including double damages) and any future wrongful death claim, against Released Persons by any spouse, surviving spouse, former spouse, parent, child or other relatives of Claimant, or any other person or entity (including federal or state governments, agencies thereof, or entities operating under any contract with any such federal or state government, agency, or entity), arising from or related to Claimant's alleged use of ACTOS Products.

C. Execution of Further Documents. To the extent necessary to effectuate the release of all Settled Claims against the Released Persons, and their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, Takeda, as may be required under state law applicable to a particular Claimant and/or Claimant's Estate, the undersigned may be required to supplement this Release with such other and further documents as may be required to effectuate its purpose, including but not limited to releases executed by the Claimant's heirs. If so required by Takeda, in its discretion, such other and further effectuating documents must be submitted to the Claims Administrator prior to the payment of any Settlement Payment(s) under the MSA's terms. Likewise, if the Claimant should die or become incapacitated prior to the release of any funds, and a representative for such Claimant continues his or her participation in the Program, Takeda may require the submission of a Release executed by the duly appointed legal representative of the deceased Claimant and/or the deceased

Claimant's heirs, prior to the payment of any Settlement Payment(s) under the Terms of the MSA.

- D. No Admission of Liability.** Claimant understands and acknowledges that nothing contained in this Release, any documents being executed and delivered pursuant to this Release, nor any actions taken in furtherance of this Release, shall constitute or be deemed or construed as an admission of liability or wrongdoing or of any position whatsoever in connection with any matters relating to Claimant's alleged use of ACTOS Products or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to ACTOS Products for claims as asserted by Claimant or as may be asserted by Claimant.
- E. Construction of Release.** This Release shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Illinois. The terms of this Release have been negotiated by attorneys for the Released Persons and the claimants and the language of the Release shall not be construed in favor of or against anyone. The headings used herein are for reference only and shall not affect the construction of this Release.
- F. Entire Agreement.** This Release and the MSA constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Release may not be modified, contradicted, added to or altered in any way by previous written or oral agreements, nor by any contemporaneous or subsequent oral agreements. All antecedent or contemporaneous extrinsic representations, warranties or collateral provisions concerning the negotiation and preparation of the Release are intended to be discharged and nullified. In any dispute involving the Release, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Execution Date of the MSA or the date of execution of this Release with respect to the negotiation and preparation of the Release. Any change, modification, deletion or addition to this Release must be agreed to by all Parties and in writing and executed with the same formalities as this Release.
- G. Governing Law.** The provisions of this Release will be interpreted in accordance with, and governed by, the laws of the State of Illinois. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie in the United States District Court for the Northern District of Illinois, or if such court does not have jurisdiction, in the Circuit Court of Lake County, Illinois.
- H. Severability.**
1. To the fullest extent permitted by applicable law, the undersigned waive any provision of law (including the common law), which renders any provision of this Release invalid, illegal or unenforceable in any respect.
 2. Any provision of this Release which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case may be) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other

jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Agreement. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the undersigned and Takeda shall negotiate in good faith to modify this Release so as to effect the original intent as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph H.2 is intended to, or shall, limit (1) Paragraph H.1 or (2) the intended effect of Paragraph G.

I. Confidentiality. Neither this Release, nor any of its terms, nor any information, regardless of its format or medium, arising out of, or in any way related to, the Settled Claims, nor the amount of any settlement payments received by Claimant in connection with the ACTOS Resolution Program, nor any and all facts, information, knowledge, documents, investigation, discovery, compilations, data, testimony, reports, interrogatory answers, admissions, and/or depositions, whether developed, discovered, created, authored, originated, and/or received from the Released persons, their agents, experts, and/or attorneys, or developed, discovered, created, authored, and/or originated by Claimant's attorneys, or any of them, their efforts, or their agents' or experts' work or efforts, shall be disclosed by Claimant or by any Other Releasing Persons hereto, including their agents, experts, and/or attorneys, to any person, and shall not be made the subject of discovery, referred to, argued, or introduced into evidence in any other action or proceeding, for any purpose. However, the terms of this Release may be disclosed: (1) as required by law; (2) as required by court order; (3) to Claimant's counsel, accountants, and/or tax and investment advisors; (4) in any action or proceeding between the Parties herein or their attorneys where the existence, enforcement, or terms of the Agreement are at issue; or (5) by written agreement of the Parties hereto. If this Agreement or its terms become the subject of potential disclosure pursuant to subparagraphs (1) or (2) above, the party against whom the discovery is sought, and who will disclose such information shall give sufficient prior written notice thereof of the circumstances to the Released Persons in order to enable such interested Released Persons to file a motion to quash, seek a protective order, or take any other steps to protect the confidentiality of the matters or material to be disclosed. Said notice shall be provided pursuant to the provision below specifying to whom and the manner that such notice shall be provided.

J. Warranty of Capacity to Execute Agreement. Claimant, the Other Releasing Persons, and their respective undersigned attorneys and their firms, represent and warrant that:

1. Claimant and the Other Releasing Persons have the right and authority to execute this Release;
2. Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and causes of action referred to in this Release; and
3. There are no other persons or entities, including governmental entities, who now have or may hereafter acquire the rights of Claimant to proceed against the Released Persons on any action, claim, demand, cause of action or controversy,

including any future wrongful death claims, arising out of or relating in any manner whatsoever to Claimant's alleged injuries, losses, and any of the claims, demands, obligations and causes of action referred to in this Release.

- K. Opportunity to Consult with Counsel.** If represented by counsel, such Counsel, the Claimant, any Representative of Claimant/Claimant's Estate, and the Other Releasing Persons acknowledge and represents that they have had had the opportunity to confer with counsel of their choice, and to ask questions about the terms of this Release, and that counsel has answered Claimant's questions and explained the settlement and this Release to their satisfaction.
- L. Acknowledgments.** The undersigned declare and acknowledge that they have read and understand the terms of this Release, and that he/she executes this Release voluntarily after consultation with her attorneys and without being induced, pressured or unduly influenced by any unwritten statement or representation made by any person acting on behalf of the Named Defendants, the Released Persons, or anyone else.
- M. Agreement May Be Executed in Counterparts.** This Release may be executed in counterparts, which together shall constitute a fully executed original.

SAMPLE - Not For Actual Use

SIGNATURE BY CLAIMANT or REPRESENTATIVE CLAIMANT (If Claimant is Deceased, a Minor, or Incapacitated)

Signature by Claimant or Representative Claimant:	
Date of Signature:	____/____/____ (month) (day) (year)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the Program Participant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.

Signature by Notary:	
Notary Public in and for the State or Jurisdiction:	

Date Notary Commission Expires	____/____/____ (month) (day) (year)
	<input type="checkbox"/> Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

Place Notary Seal or Stamp in this Space:	
	Notary: <input type="checkbox"/> Check here if your jurisdiction does not require a seal or stamp.

SIGNATURE BY COUNSEL FOR CLAIMANT/REPRESENTATIVE CLAIMANT

Signature by Counsel for Claimant/Representative Claimant, individually and as authorized agent of Claimant/Representative Claimant:	
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Date of Signature:	____/____/____ (month) (day) (year)
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SIGNATURE AND AGREEMENT BY DERIVATIVE CLAIMANT

Must be executed by all persons having or asserting the right to bring claims, including future wrongful death claims, by reason of their relationship with the Product User, including, without limitation, Product User’s spouse or surviving spouse, representatives, or heirs, concerning the Product User’s alleged use of ACTOS Products. *(Use additional copies of this page as needed).*

I am a person having or asserting the right to sue, including the right to bring any future wrongful death claim, the Released Persons by reason of my relationship with Claimant (or, if Claimant is a legal representative of a ACTOS Products User, such ACTOS Products User). I hereby enter into the Release to which this signature page is attached and agree to be bound by all of the terms of the MSA and Release (and, without limitation, hereby give and make all releases, waivers, acknowledgements, agreements, representations and warranties therein) on the same basis as Claimant set forth therein (including, but not limited to, all joint and several indemnification obligations set forth therein). This agreement is effective as of the date set forth beneath my name below.

Signature of Derivative Claimant:

Date of Signature: _____ / _____ / _____
(month) (day) (year)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the Derivative Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.

Signature by Notary:

Notary Public in and for the State or Jurisdiction:

Date Notary Commission Expires _____ / _____ / _____
(month) (day) (year)

Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

Place Notary Seal or Stamp in this Space:
Notary: Check here if your jurisdiction does not require a seal or stamp.

SIGNATURE BY COUNSEL FOR DERIVATIVE CLAIMANT

Signature by Counsel, individually and as authorized agent of Derivative Claimant:

Date of Signature: _____ / _____ / _____
(month) (day) (year)