RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT ("Release") is made and entered into by Claimant _____ ("Claimant") on the date signed below.

I. RECITALS

WHEREAS Claimant has asserted a claim against Bayer HealthCare Pharmaceuticals Inc. ("BHCP"), other Bayer entities (as defined below), Barr Laboratories, Inc., other Barr Teva entities, and other defendants (collectively, "Defendants"), relating to Claimant's alleged use of a drosperinone-containing oral contraceptive ("DCOC" or "DCOCs").

WHEREAS Released Persons (as defined below) 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 BHCP 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 a DCOC.

II. RELEASE

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

1. **Claimant.** Claimant individually and for the Claimant's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, hereby releases and forever discharges, and agrees and covenants not to sue the Released Persons, as defined below, of and from all Settled Claims, as defined below.

2. **Released Persons.** The term "Released Persons" as used herein shall mean:

   (a) Bayer AG and each of its subsidiaries, affiliates, and divisions, including but not limited to, Bayer Corporation, Bayer, Inc., Bayer HealthCare LLC, Bayer HealthCare Pharmaceuticals, Inc., Bayer Pharmaceutical Corporation, Bayer Schering Pharma AG, Bayer Healthcare AG, and Bayer Pharmaceuticals (collectively "Bayer");

   (b) All entities related to or alleged to be related to Bayer regarding DCOCs, including, but not limited to, Berlex, Inc., Berlex Laboratories, Inc., Berlex International Laboratories, Inc.,

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(c) Barr Laboratories, Inc., Barr Pharmaceuticals, LLC (f/k/a Barr Pharmaceuticals, Inc.), Teva Pharmaceuticals USA, Inc., and Teva Pharmaceuticals Industries Ltd (collectively, "Barr Teva");

(d) Any and all suppliers of materials, components, and services used in the manufacture of DCOCs, including the labeling and packaging thereof;

(e) All distributors of DCOCs, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of DCOCs, and sale representatives;

(f) All health care providers, whether entities or individuals, including without limitation physicians, pharmacists, pharmacies, hospitals, and medical centers who provided treatment in any way related to Claimant's alleged use of a DCOC, all health care providers who prescribed a DCOC for Claimant, all pharmacists and pharmacies who dispensed a DCOC to Claimant, except that health care providers are not Released Persons with respect to claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below;

(g) Any other person against whom Claimant 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 a DCOC, whether as a joint tortfeasor or otherwise, under any theory of law or equity;

(h) Any attorney, law firm, and its employees representing Bayer or other Released Persons in regard to Claimant's alleged use of a DCOC and Claimant's asserted claims against Bayer or other Released Persons;

(i) Any insurers, excess and umbrella insurance carriers, reinsurance carriers, any additional individual or entity which is an insured on any policy of insurance insuring any Released Persons and anyone acting on their joint or several behalf in relation to any Settled Claim, as defined below; and

(j) Any of the above individuals and entities, parents and subsidiaries, affiliates, joint ventures, distributors, clinical researches, contractors and consultants, divisions, business units, agents, attorneys, servants, employees, officers and directors, and those who acted in concert with them together with their respective insurers, and each of the predecessors and successors of any of the above.

(k) Any past, present or future officer, director, shareholder, subsidiary, employee, partner, trustee, representative, agent, servant, attorney, predecessor, successor, or assignee of any of the above.

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3. **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, 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 a DCOC, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of a DCOC. 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, 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 Bayer and/or other Released Persons in connection with this settlement or the defense of Bayer and/or other Released Persons as that defense relates to DCOC claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all DCOC 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, for:

(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 benefits, doctor, hospital, nursing, and drug bills;

(d) Loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, former spouses, parents, children, other relatives or "significant others" of Claimant;

(e) Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement,

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and other similar claims whether arising under statute, regulation, or judicial decision;

(f) Wrongful death and survival actions;

(g) Medical screening and monitoring, injunctive and declaratory relief;

(h) Economic or business losses or disgorgement of profit; and

(i) Prejudgment or post-judgment interest.

The term "Settled Claims" does not include independent claims of professional malpractice, first arising after the date signed below, against any health care providers.

4. **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.

5. **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 a DCOC and any other claims which were or could have been raised are hereby assigned in full to the Released Persons.

B. **Unknown Facts.** Claimant expressly understands and agrees 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, and suspected or unsuspected. Claimant acknowledges that Claimant may hereafter discover facts different from, or in addition to, those which Claimant now knows to be, or believes to be, true with respect to Claimant's alleged injuries, losses and claims. Claimant acknowledges that Claimant may learn of additional facts as they relate to DCOCs and the Released Persons' activities as they relate to DCOCs. Claimant agrees 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.

C. **Scope of Release.** This Release is intended by Claimant to include any liability whatsoever:

1. Which arises directly or indirectly out of or is in any manner related to any alleged defect in a DCOC or the purchase, use, manufacture, sale, design,

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distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of a DCOC;

2. Which 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 a DCOC and from the actions of any person affiliated with or representing the Released Persons;

3. Which 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 Persons in connection with a DCOC;

4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, and any injuries or damages resulting directly or indirectly therefrom;

5. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of a DCOC, or any injuries and losses to Claimant, without limitation, including those injuries or losses to Claimant that may hereafter develop or become known;

6. Which 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 a DCOC, including, without limitation, any and all claims for relief and damages; and

7. Which arises directly or indirectly out of or is in any manner related to this settlement, including negotiation, of Claimant's claims.

8. Notwithstanding anything herein to the contrary, this Release is not intended to and does not release claims against a health care provider for alleged independent acts of medical malpractice first arising after the date signed below.

D. **Warranty of Capacity to Execute Agreement.** Claimant and the undersigned attorneys and their firms ("Claimant's Counsel") represent and warrant that:

1. Claimant has the right and authority to execute this Release and receive the consideration set forth in Section J, below;

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

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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 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.

E. **Indemnification.** Claimant 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), against Released Persons by any spouse, former spouse, parent, child or other relatives of the 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 a DCOC.

F. **Medical Bills, Liens, and Other Potential Rights for Reimbursement**.

1. **Responsibility for Satisfaction of All Medical Expenses and Liens.**

(a) Claimant agrees that it is her sole responsibility to pay, have paid or otherwise discharge and satisfy all past and present bills, costs, or Liens resulting from or arising out of the Claimant's alleged injury from use of DCOCs. Claimant agrees that the Released Persons shall have no responsibility to pay or have paid any future bills, costs, or Liens resulting from or arising out of the Claimant's alleged use of DCOCs. Claimant further represents and warrants that she will not seek from any Released Person any compensation for any future bills, costs, or Liens resulting from or arising out of the Claimant's alleged use of DCOCs. Claimant agrees that the Released Persons shall have no responsibility whatsoever for satisfaction of any and all Liens, of any kind, that arise from or are related to payments made or services provided to such Claimant, or on such Claimant's behalf, and past, present, or future bills, costs or Liens incurred in connection with the claims asserted by such Claimant related to such Claimant's alleged use of DCOCs. Further, Claimant agrees that the Released Persons shall have no responsibility to pay or have paid any bills, costs or expenses arising out of or in connection with the actions of the Lien Resolution Administrator or the Private Lien Resolution Program contemplated by this Agreement.

(b) Claimant shall indemnify, repay and hold the Released Persons harmless from any and all such bills, costs or Liens, known or unknown, and whether existing as of the date of becoming a Claimant or arising thereafter. Specifically, and without limitation, if any governmental entity,

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or anyone acting on behalf of any governmental entity, seeks penalties, damages, multiple damages (including double damages), or any other amounts from any Released Person relating to payments by such governmental entity, or anyone acting by contract or otherwise on behalf of such governmental entity, arising from or relating to the Claimant's alleged use of DCOCs, then the Claimant shall indemnify, repay, and hold the Released Persons harmless from any and all such penalties, damages, claims, and rights to payment, including any attorneys' fees, from such entities.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on a Claimant's behalf by Medicare, a Medicare intermediary or carrier; any other federal or state government, agency or entity; or any other entity operating under contract with any of the previously mentioned entities (collectively "Governmental Payors"), then as **CONDITIONS PRECEDENT** to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, Claimant and Claimant's Counsel agree as follows:

(a) **Identification of Governmental Payors.** Claimant and Claimant's Counsel agree to identify every Governmental Payor that may have made any payments on behalf of such Claimant in any way related to such Claimant's alleged use of DCOCs from the time the Claimant alleges she first suffered injury from the alleged use of DCOCs through the Execution Date. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Governmental Payors.

(b) **Notice of Settlement**. Claimant and Claimant's Counsel agree to provide BHCP's attorneys, either directly or through the Lien Resolution Administrator, notice to each Governmental Payor identified pursuant to Section II.F.2(a) that: (i) a claim related to the Claimant's alleged use of DCOCs has settled; and (ii) requesting a written response indicating whether each Governmental Payor holds any interest, including liens and subrogation interests, related in any way to such Claimant's alleged use of DCOCs and the claimed amount of any such interest.

(c) **Satisfaction of Governmental Payors' Interests**. Claimant and Claimant's Counsel agree, either directly or through the Lien Resolution Administrator, to provide written documentation to BHCP's counsel demonstrating that each Governmental Payor identified pursuant to Section II.F.2(a) either:

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(i) holds no interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(ii) expressly releases any and all entities from any liability whatsoever for any interest, including without limitation any Liens or subrogation interests, in the Final Award; **or**

(iii) agrees any interest, including without limitation any Liens or subrogation interests, in the Final Award has been finally and completely satisfied; **or**

(iv) has reached a binding agreement with the Claimant setting forth in detail a specific dollar amount or percentage of the Final Award that the Governmental Payor agrees is the maximum amount it will seek from any and all Persons to fully and finally resolve any interest, including without limitation any Liens or subrogation interests, in the Final Award.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 but is only a CONDITION PRECEDENT to the distribution of any funds withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

3. **Procedure Regarding Payments by Private Payors**. With respect to potential payments made on a Claimant's behalf by any for profit or not for profit, non-governmental healthcare plan, health insurer, managed care organization, labor union welfare plan, joint union and employer welfare plan, self-funded employer plan or any other non-governmental organization, including any entity operating under a contract with any of the foregoing (collectively "Private Payors"), then as CONDITIONS PRECEDENT to the distribution of any Final Award from the Qualified Settlement Fund to the Claimant, Claimant and Claimant's Counsel agree as follows:

(a) **Identification of Private Payors**. Claimant and Claimant's Counsel agree to identify every Private Payor that may have made any payments on behalf of Claimant in any way related to Claimant's alleged use of a DCOC from the time Claimant alleges she first suffered injury from the alleged use of a DCOC through the date the MSA is fully executed. Claimant and Claimant's Counsel represent and warrant they will use best efforts and reasonable diligence to identify such Private Payors.

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(b) **Satisfaction of Private Payors' Interests**. Claimant and Claimant's Counsel agree to comply with the requirements of one of the six options below relating to protecting the interests of Private Payors:

(i) Option 1: Claimant and Claimant's Counsel agree to satisfy each and every requirement of Section II.F.2 above with respect to Private Payors identified pursuant to Section II.F.3(a).

(ii) Option 2: If Claimant and each and every Private Payor identified pursuant to Section II.F.3(a) participate in the Rawlings Private Lien Resolution Program ("PLRP"), Claimant and Claimant's Counsel agree: (1) 17.5% of the gross settlement proceeds shall be withheld in the Qualified Settlement Fund established pursuant to the MSA if no Governmental Payors are identified pursuant to Section II.F.2(a) above; (2) 20% shall be withheld in the QSF established pursuant to the MSA if any Governmental Payors are identified and resolved pursuant to Section II.F.2(a) and II.F.2(c); and (3) the monies withheld will be released only when Claimant has reached a binding agreement, as set forth in Paragraph II.F.2(c)(iv), with each and every Private Payor and Governmental Payor, when applicable.

(iii) Option 3: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) does not participate in the PLRP ("Non-Participating Private Payor") and Claimant provides notice of this settlement as set forth in Section II.F.2(b) to each such Non-Participating Private Payor, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the MSA; (2) the 30% shall be released 120 days after notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 120 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 120 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(iv) Option 4: If Claimant participates in the PLRP but at least one of the Private Payors identified pursuant to Section II.F.3(a) is a Non-Participating Private Payor and the lien resolution provider provides a "generic notice" to such Non-Participating Private

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Payors, which notice is provided without any identifying information about the Claimant but states that at least one of the Private Payors' insureds has settled a claim related to the insureds' alleged use of a DCOC and that a PLRP has been established, then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the MSA; (2) the 30% shall be released 180 days after generic notice is given unless any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days; and (3) if any Non-Participating Private Payor asserts a right to a portion of the settlement proceeds during these 180 days, the 30% shall be released only when Claimant has reached a binding agreement with such Non-Participating Private Payors as set forth in Section II.F.2(c)(iv). If all such Non-Participating Private Payors agree to participate in the PLRP, then the procedures set forth in Section II.F.3(b)(ii) shall govern.

(v) Option 5: If Claimant does not participate in the PLRP and refuses to give notice to each and every Private Payor identified pursuant to Section II.F.3(a), then Claimant and Claimant's Counsel agree: (1) 30% of the gross settlement proceeds shall be withheld in the QSF established pursuant to the MSA; (2) the 30% shall be released two years from the date this Release is executed unless any Private Payor asserts a right to a portion of the settlement proceeds during these two years; and (3) if any Private Payor asserts a right to a portion of the settlement proceeds during these two years, the 30% shall be released only when Claimant has reached a binding agreement with such Private Payors as set forth in Section II.F.2(c)(iv).

(vi) Option 6: If a Claimant did not have a Private Payor that paid for her treatment, both Claimant and Claimant's Counsel shall provide affidavits, under penalty of perjury, attesting to their respective due diligence to identify any such payments and stating that after due diligence no benefits have been paid. Subject to the obligation to satisfy Governmental Payors set forth in Section II.F.2, the result of submitting such affidavits shall be that the entire amount of the award shall be released upon receipt of the affidavits by the Claims Administrator.

For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to BHCP's funding obligation into the Qualified Settlement Fund under MSA Section 4.01 but is only a CONDITION PRECEDENT to the distribution of any funds

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withheld from the Claimant's Final Award from the Qualified Settlement Fund to the Claimant.

4. **Withholding of Funds for Future Satisfaction of Governmental and/or Private Payors' Interests.**

(a) With respect to any Governmental and/or Private Payors that reach a binding agreement with Claimant, as set forth in Section II.F.2(c)(iv), Claimant and Claimant's Counsel further agree any Release of any Final Award as set forth in the MSA shall not include any amounts that may be owed by Claimant to any and all Governmental and/or Private Payors under the terms of such agreement(s).

(b) Claimant and Claimant's Counsel agree that funds will be withheld within the QSF at all times sufficient to satisfy any and all maximum amounts any and all Governmental and/or Private Payors have agreed to with Claimant, as set forth in Section II.F.2(c)(iv), until such time as the amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor.

(c) Once an amount required to secure a full release of any and all entities from any liability whatsoever for such interest(s) in the settlement funds has been finally and completely agreed upon between Claimant and the Governmental and/or Private Payor, that interest will be satisfied from the funds withheld within the QSF for this purpose prior to any funds being so withheld are released from the QSF.

G. <u>Claimants' Eligibility for Medicare</u>.

1. Pursuant to the requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, codified at 42 U.S.C. 1395y(b)(7) and (b)(8), Claimant and Claimant's Counsel agree:

(a) Claimant and Claimant's Counsel represent and warrant they have provided Bayer with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's Health Insurance Claim Numbers (HICN) (if applicable); (3) Claimant's full legal name; and (4) Claimant's date of birth.

(b) By signing this Release, Claimant acknowledges and recognizes that Bayer or its designated agent or the Lien Resolution Administrator has and/or will use the information provided to query the Benefits Coordination & Recovery Center (BCRC) to determine Medicare

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eligibility, and may report this settlement to the COBC pursuant to 42 U.S.C. § 1395y(b)(8).

H. **Attorney Liens**. Claimant and Claimant's Counsel shall represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of such Claimant by any attorney in relation to such Claimant's alleged use of DCOCs have been paid or will be paid out of the Final Awards and are the Claimant's responsibility to pay, and that any Liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Claimant's alleged use of DCOCs will be satisfied by such Claimant. Claimant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

I. **No Additional Recovery.** It is the intent of this Release that Claimant shall not recover, directly or indirectly, any sums for Settled Claims from the Released Persons or any other person or entity other than the funds received pursuant to this Release and set forth in Section J, below. If, despite the provisions of this paragraph, any Released Persons incurs any payment or judgment due to any claim, including a claim for contribution or indemnity arising out of a claim brought by the Claimant against another person, Claimant shall indemnify, repay and hold harmless the Released Persons for such payment or judgment.

J. **Payment.**

1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as set forth in the MSA ("Payment").

2. **Full and Fair Consideration.** Payment is made as full and fair consideration for releasing all claims identified in §A.3. of this Release and is being made on account of alleged personal injuries within the meaning of § 104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death. No amounts being paid are being paid on account of punitive or exemplary damages.

3. **Satisfaction of Settled Claims.** This payment is made in satisfaction of any and all Settled Claims that Claimant has or may have against the Released Persons.

4. **Tax Consequences.** No warranty or representation of the tax consequences, if any, is made by Released Persons or by Claimant's Counsel.

5. **Consequences of Breach.** Claimant agrees that if she or anyone or any entity on Claimant's behalf hereafter commence, join in, or in any manner seek relief through any suit, except to seek enforcement of the settlement agreement, arising from, growing out of, based upon, or relating to any of the claims released herein, or in any manner assert against the Released Persons, or any of them, any of the

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claims released hereunder, then Claimant shall pay to the Released Persons, and each of them, proven damages caused to the Released Persons thereby.

6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of a DCOC, and such action is pending in any court or tribunal at the time of the execution of this Release, then concurrently with such execution, Claimant agrees to direct and authorize her counsel to execute and deliver to Bayer's counsel a Dismissal With Prejudice or in Pennsylvania a Praecipe to Settle, Discontinue and End with Prejudice, regarding the pending action, and Claimant hereby authorizes Bayer's counsel to file said Dismissal with the court or tribunal and enter it as a matter of record, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action. Bayer's Counsel shall not file said Dismissal until after Bayer has provided written or e-mail notification to Claimant's Counsel that the settlement funds, or a portion of the settlement funds may be distributed to the Claimant from the QSF as set forth in the MSA.

7. **Opportunity to Consult with Counsel.** Claimant acknowledges and represents that Claimant has had the opportunity to confer with Claimant's Counsel regarding, and to ask questions about, (i) the settlement generally, (ii) the sum to be allocated to her in consideration for this Release, (iii) the relationship of that sum to the merits of her individual claims, (iv) the terms of this Release, and that Claimant's Counsel has answered Claimant's questions and explained the settlement and this Release to her satisfaction.

K. **Expenses and Attorney's Fees.** Claimant understands and acknowledges that the parties will each pay their own expenses and attorneys' fees relating to Claimant's claim and the settlement thereof.

L. **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 a DCOC or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to DCOCs for claims as asserted by Claimant or as may be asserted by Claimant.

M. **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 Claimant 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.

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N. **Entire Agreement.** This Release constitutes the entire agreement between Claimant and the Released Persons with respect to the subject matter of this Release, and there are no other written or oral agreements, understandings or arrangements. The terms of this Release may not be modified or waived except in writing signed by the parties hereto.

O. **Governing Law.** Claimant agrees that 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 any court of competent jurisdiction in the State of Illinois.

P. **Severability.** In the event that any provision in or obligation under this Release shall be invalid, illegal, or unenforceable in any jurisdiction as to either Claimant or the Released Persons, or both, the validity, legality, and enforceability of other provisions in or obligations under this Release shall not in any way be affected or impaired thereby.

Q. **Agreement May Be Executed in Counterparts.** This Release may be executed in counterparts, which together shall constitute a fully executed original.

R. **Acknowledgments.** Claimant declares and acknowledges that Claimant has read and understands the terms of this Release and of the MSA, that she has been represented by her attorneys with regard to the execution of this Release and the MSA, and that 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 Bayer, the Released Persons, or anyone else. Claimant further declares and acknowledges that Claimant fully understands the nature, sufficiency and value of the consideration set forth in Section J, above, and agrees to accept said consideration for the releases and other benefits granted to the Released Persons herein.

_____
_____ ("Claimant" herein)
Social Security Number: _____
Date: _____

_____
_____, Esq., individually and as
authorized agent of _____
Date: _____

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STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, Esq., individually and as authorized agent of _____, known to me to be the person whose name is subscribed to the foregoing Release, Indemnity, and Assignment, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Witness my hand and official seal on this _____ day of _____, 2015.

_____

Notary Public in and for the state of _____

My Commission expires: _____

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