

CONFIDENTIAL CERTIFICATION AND RELEASE

THIS CONFIDENTIAL CERTIFICATION AND RELEASE (this “Certification and Release”) is made and entered into on _____, 2014 by the Claimant as identified on the signature page below. All capitalized terms not defined herein have the definitions set forth in the Master Settlement Agreement (the “Agreement”) entered into by (i) the member law firms of the PSC, as defined in the Agreement, (ii) Merck Sharp & Dohme Corp. (“Merck”), (iii) the Claimants’ Counsel, as defined in the Agreement, and (iv) the Participating Claimants, as defined in the Agreement. By signing this Certification and Release, both I and any Derivative Claimants understand and acknowledge that I may not qualify or be deemed qualified for a payment in respect of my Claims (a “Settlement Payment”) under the terms of the Agreement, which sets forth the terms of the ONJ Settlement Plan, in which case I will have the option to have this Certification and Release deemed to be of no legal effect and returned to my Attorney. I further understand and acknowledge that if I do qualify or am deemed qualified for a Settlement Payment under the terms of the Agreement that the minimum amount of my recovery will depend on my injury category as determined by the ONJ Settlement Plan’s Allocation Committee and as set forth in the copy of the Agreement and the document entitled “Description of ONJ Settlement Plan” (the “Description of the ONJ Settlement Plan”) provided to me with this Certification and Release. In the event of any discrepancy or inconsistency between the Agreement and the Description of the ONJ Settlement Plan, the terms of the Agreement shall control.

RECITALS

A. As used in this Certification and Release, the “Merck Parties” means Merck and its predecessors, successors, subsidiaries and affiliates and each of their past, present and future direct or indirect parent companies, subsidiaries, divisions and affiliates, joint ventures, clinical researchers, contractors and consultants; each of their present and former officers, directors, employees, stockholders, partners, owners, insurers, attorneys, representatives, and agents; and each of their predecessors, successors, and assigns.

B. As used in this Certification and Release, the term “Claim” shall mean any and all claims, demands, damages, injuries, losses, and causes of action, or whatever nature or character, whether known or unknown, past, present, or future, that have been, could have been, may be, or could be alleged or asserted now or in the future, whether alleged or asserted or not, regarding or related to alleged jaw-related injuries, including, without limitation, osteonecrosis of the jaw, whether founded in law, equity, admiralty, tort, contract, statute, rule, regulation, or otherwise, including any loss or compensatory, wrongful death or punitive damage claim relating thereto; claims for consumer fraud, refunds, unfair business practice, deceptive trade practices, and other similar claims whether arising under statute, regulation or judicial decision; claims for medical screening and monitoring, injunctive and declaratory relief; and claims for economic or business losses or disbursement of profits, deriving from or related to the prescription, purchase or use of

FOSAMAX, and including any alleged loss of consortium or other derivative claims related thereto. The term “Claim” does not include any claims, demands, damages, injuries, losses, and causes of action, or whatever nature or character, whether known or unknown, past, present, or future, that have been, could have been, may be, or could be alleged or asserted now or in the future, whether alleged or asserted or not, regarding or related to alleged femur-related injuries.

C. As used in this Certification and Release, the term “FOSAMAX” means Fosamax and Fosamax Plus D, and any other product containing alendronate manufactured or distributed by any of the Merck Parties.

D. The “Claimant” has filed a lawsuit or asserted a Claim against one or more of the Merck Parties.

E. The Merck Parties have each denied and continue to deny any liability based on the Claimant’s claims, allegations and assertions.

F. The Claimant and the Merck Parties have agreed to enter into a settlement to end any and all litigation by and between the Claimant and the Merck Parties and to resolve fully all Claims, differences and controversies by and between the Claimant (and his or her family members, heirs, beneficiaries, guardians, trustees and agents) and the Merck Parties (and the other Released Parties, as defined below).

EFFECTIVENESS

This Certification and Release shall be effective upon delivery to Merck or its agents or representatives, except that the Confidential Release set forth below in this Certification and Release under the heading “Confidential Release” shall become effective on the Escrow Funding Date as provided in the Agreement.

CERTIFICATIONS

On my own behalf and on behalf of each Releasing Party, I hereby certify, affirm and agree that I hereby knowingly and voluntarily:

- (1) agree to participate in and to be bound by the terms and conditions of the ONJ Settlement Plan set forth in the Agreement, a description of which is contained in the Description of the ONJ Settlement Plan;
- (2) acknowledge that (a) the compensation to me and the Releasing Parties, if any, in connection with any of the Claims and Liabilities released pursuant to the Confidential Release set forth below will depend on my injury category, as determined pursuant to the Agreement; (b) I must satisfy all the applicable terms and conditions of the Agreement in order to receive any Settlement Payment and (c) subject to the terms and conditions of the Agreement I will have the option to have

this Certification and Release and the Stipulation of Dismissal returned to my Attorney and deemed to be of no legal effect if I am not determined or deemed to qualify for a Settlement Payment under the Agreement; and

(3) acknowledge that I have received a copy of the Agreement and the Description of the ONJ Settlement Plan and have had an opportunity to discuss the Agreement, the ONJ Settlement Plan and this Certification and Release, including the effect of the Confidential Release contained in this Certification and Release, with my Attorney; and

(4) represent and warrant that I have accurately and truthfully checked the correct line below.

_____ The Claimant who experienced the alleged injury that is the subject of the Claim is a Medicare Claimant, meaning a person who is a Medicare beneficiary.

_____ The Claimant who experienced the alleged injury that is the subject of the Claim is not a Medicare Claimant, meaning a person who is a Medicare beneficiary.

(5) Represent and warrant that I have not previously assigned any right to payment with respect to my Claims, except as set forth below (*please provide details below, including the name and contact information of any assignee*):

JOINDER

I acknowledge and agree that by executing and delivering this Certification and Release I hereby become a party to and agree to comply with and be bound by the terms and conditions of the Agreement, including any representation, warranty and/or covenant made by me as a Participating Claimant, Qualifying Program Claimant, Non-Qualifying Program Claimant, Opt-Out Claimant or Continuing Non-Qualifying Program Claimant as set forth in the Agreement.

CONFIDENTIAL RELEASE

Release: On my own behalf and on behalf of each other Releasing Party (as defined below), I hereby knowingly and voluntarily release, remise, acquit and forever discharge the Released Parties from (i) any and all Claims, rights, remedies, actions, demands, causes of action, suits at law or in equity, verdicts, suits of judgments and/or Liens (as defined below under “Liens and Other Third-Party Payor Claims” below), of any kind whatsoever, which I or any other Releasing Party may have ever had, may now have or at any time hereafter may have against any Released Party and (ii) any and all debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever (“Liabilities”), which any Released Party may have ever had, may now have or at any time hereafter may have to me or any other Releasing Party, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with FOSAMAX and any alleged jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (and/or any other Releasing Party) have ever claimed, or may at any time hereafter claim, FOSAMAX caused in whole or in part. These Claims and Liabilities are the “Released Claims and Liabilities”.

The term “Released Parties” means all the persons, entities or parties, past, present and/or future, that in any way and/or at any time connected with or related to FOSAMAX and/or with any alleged jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (or any other Releasing Party) have ever claimed, or hereafter claim, FOSAMAX caused or contributed to in whole or in part, including, but not limited to, the Merck Parties, and all those who may have acted jointly or in concert with the Merck Parties to cause in whole or in part the alleged injury, and all named defendants in any pending action concerning FOSAMAX and/or any such injury to which I am (and or any other Releasing Party is) a party, together with the respective insurers of any party identified in this paragraph. These parties, past, present and/or future, in any way and/or at any time connected with FOSAMAX and/or with any jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (or any other Releasing Party) have ever claimed, or hereafter claim, FOSAMAX caused or contributed to in whole or in part, also include, but are not limited to, manufacturers; suppliers of materials; distributors; other persons involved in development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising and/or sale of FOSAMAX; physicians, pharmacists and other healthcare providers; sales representatives; pharmacies, hospitals and other medical facilities; advertisers; manufacturers of other non-bisphosphonate products that I used before, while or after taking FOSAMAX to the extent alleged to have caused or contributed to any injury claimed to have been caused or contributed by FOSAMAX; the respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, and transferees of the parties referred to in this paragraph; and the respective past, present and/or future shareholders (or the equivalent thereto), directors (or the equivalent thereto), officers (or the equivalent thereto), managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators and personal representatives (or the equivalent thereto) of the parties referred to in this paragraph. The term “Released Parties” shall not include

manufacturers or distributors of bisphosphonates other than FOSAMAX. Without limitation of the foregoing, the Released Parties include the parties listed on Attachment 1 hereto.

The term “Releasing Parties” means (i) myself and (ii) any and all persons who have or assert the right to sue the Merck Parties or any other Released Party, independently, derivatively or otherwise, by reason of their personal or legal relationship with me, and/or otherwise by, through or under, or otherwise in relation to, me in connection with the Claims and Liabilities I am releasing under this Confidential Release (“Derivative Claimants”). Derivative Claimants include, but are not limited to, my heirs, beneficiaries, surviving spouse (including, but not limited to, a putative or common law spouse), surviving domestic partner, guardians, trustees, estate administrators and/or next of kin, if any.

I acknowledge that I (and/or any other Releasing Party) may in the future learn of additional and/or different facts as they relate to FOSAMAX, the Released Parties’ activities as they relate to FOSAMAX, and/or any injury I (and/or any other Releasing Party) have ever claimed, or may at any time in the future claim, FOSAMAX caused or contributed to in whole or in part. I understand and acknowledge the significance and consequences of releasing all of the Released Claims and Liabilities and hereby (on my own behalf and on behalf of each other Releasing Party) assume full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that I (and/or any other Releasing Party) may hereinafter incur or discover. To the extent that any law, statute, ordinance, rule, regulation, case or other legal provision or authority (each, a “Law”) may at any time purport to preserve my and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. I further acknowledge having had an opportunity to obtain advice of counsel of my choosing regarding this waiver, and having discussed it with such counsel to my satisfaction.

It is understood and agreed by the Claimant and the Merck Parties that the settlement of the Claimant’s Claims against the Merck Parties and all others released by the terms of this Agreement could impact Claimant’s right to future Medicare benefits, including the denial by Medicare of claims for future benefits related to the injury claims being released in this Agreement. It is further understood and agreed that Claimant hereby waives any right to assert in the future any claims they may have relating to the matters referenced in this paragraph, known and unknown, including any private cause of action Claimant may have under 42 U.S.C. §1395y(b)(3)(A) against any of the parties released under the terms of this Agreement, even though if such claims were known, such knowledge would materially affect the terms of this Agreement.

On my own behalf and on behalf of each other Releasing Party, I acknowledge and agree that the releases set forth in this Confidential Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created

within the terms of this Confidential Release.

WITHOUT LIMITATION OF THE FOREGOING, THIS CONFIDENTIAL RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY THE MERCK PARTIES, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS CONFIDENTIAL RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME BY OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Claimant acknowledges and waives any rights that Claimant may have under any statute, rule, regulation or common law principle that would limit the effect of this Confidential Release to those claims actually known or suspected to exist at the time the release is given, including, without limitation, California Civil Code § 1542.

OTHER MATTERS

Payment. In full and valid consideration for the releases, understandings, warranties, and representations made by the Claimant in this Certification and Release and after execution and delivery to Merck of this Certification and Release by the Claimant and subject to the terms, conditions and provisions of the Agreement, Claimant or Claimant's authorized representative shall be entitled to have their Claims evaluated for payment of an Allocation Amount, as defined in the Agreement, and, if determined or deemed to be a Qualifying Program Claimant, as defined in the Agreement, receive from the Merck Parties, through an Escrow Account established pursuant to the Agreement, payment of an Allocation Amount, which shall be disbursed out of the Settlement Amount to be paid by Merck to the Escrow Agent for payment of this and other claims, subject to the prior payment from such Allocation Amount of certain assessments, sharing of expenses and satisfaction of Liens as provided in the Agreement. The Merck Parties' payment of the Settlement Amount is for settlement of the Released Claims and Liabilities and includes any expenses, court costs, and attorneys' fees incurred by the Claimant in prosecuting the Released Claims and Liabilities and/or any civil action.

Attorneys' Fees; Division of Any Settlement Payment: I understand that the Released Parties are not responsible for any attorneys' fees or costs I have incurred or may at any time incur, including, but not limited to, entering into this Certification and Release and any other documents. I understand that, with respect to any payment that may be made in respect of my Claims any division of such Settlement Payment between me, any Derivative Claimant executing

this Certification and Release and our respective counsel (if any) executing a Certification of Counsel attached to this Certification and Release shall be determined by me and such other person(s) and/or as otherwise required by applicable laws, and such division, or any dispute in relation to such division, shall in no way affect the validity of this Certification and Release or the Confidential Release contained herein.

Pursuit of Certain Claims: I agree that, upon the effectiveness of the Confidential Release under the terms of the Agreement, I will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party, (ii) institute or participate in any new legal action against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected with FOSAMAX and any jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (and/or any other Releasing Party) have ever claimed, or may at any time hereafter claim, FOSAMAX caused in whole or in part or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or my pending legal action against Merck.

Liens and Other Third-Party Payor Claims: I agree that prior to the release of any portion of a Settlement Payment to me, I shall use best efforts to research and determine all Third Party Providers/Payors (as defined below) who hold or assert any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest or other adverse claim of any nature whatsoever (“Lien”) pursuant to any applicable statute, regulation or contract with respect to any Settlement Payment (and/or the right to receive any portion of such Settlement Payment) and I shall identify to Claimant’s Counsel all such Third Party Providers/Payors.

A “Third Party Provider/Payor” is any provider or payor (public or private) of (i) health, hospital, medical, physician, healthcare and/or pharmaceutical services, products or expenses and/or (ii) any other form of compensation, including, but not limited to, federal and state governmental authorities (or other persons) providing Medicaid and/or Medicaid services or benefits.

I represent, warrant and affirm that I have satisfied and discharged, or will satisfy and/or discharge, any and all Liens in exchange for the Settlement Payment (and/or the right to receive the applicable portion of any Settlement Payment) and it is the sole responsibility of me, any Derivative Claimant executing this Certification and Release and our respective counsel to demonstrate to the Escrow Agent and Merck to their satisfaction that all Liens have been or will be satisfied and/or discharged before any Settlement Payment will be disbursed.

Prior to any Settlement Payment being made from the Escrow Account in respect of my Claims, I shall, jointly and severally with any Derivative Claimant executing this Certification and Release represent and warrant that any and all known Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been or will be satisfied and discharged. Merck and the Escrow Agent shall be entitled to proof of satisfaction and discharge of any or all such known Liens, or confirmation of arrangements

satisfactory to them that such Liens will be satisfied and/or discharged, prior to any Settlement Payments being made from the Escrow Account. I will cooperate so that my counsel can, prior to any Settlement Payments being made, provide such proof and/or confirmation.

In addition to and without limitation of the foregoing, I hereby agree, jointly and severally with any Derivative Claimant executing this Certification and Release, to indemnify, hold harmless and defend the Merck Parties from and against (i) any and all claims made or asserted at any time against any Merck Party by (x) any Third Party Provider/Payor in relation to, (y) any person or entity at any time holding or asserting any Lien in relation to and/or (z) any other person at any time claiming by, through or under, me or any Derivative Claimant executing this Certification and Release, with respect to any Settlement Payment and (ii) any and all damages, losses, costs, expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Merck Party in connection with, arising out of or resulting from any claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such claim).

Indemnification for Released Claims and Liabilities: I hereby agree, jointly and severally with any Derivative Claimant executing this Certification and Release, to indemnify, hold harmless and defend the Merck Parties from and against (i) any and all claims that may be asserted, made or maintained at any time against any Released Party by, on behalf of or for the benefit of, or otherwise through or under, any Releasing Party with respect to any of the Released Claims and Liabilities and (ii) any and all damages, losses, costs, expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Merck Party in connection with, arising out of or resulting from any claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such claim) and/or, without limitation of the foregoing, any breach by me (or any Derivative Claimant executing this Certification and Release) of any of the terms of this Certification and Release.

Without limitation of the foregoing paragraph, I further agree, jointly and severally with any Derivative Claimant executing this Certification and Release, to indemnify, hold harmless and defend the Merck Parties from and against (i) any and all claims made or asserted (prior to, on or after the date of this Certification and Release) against any Merck Party by any Released Party that is not a Merck Party (a “Non-Merck Released Party”) arising out of any Claim made or asserted at any time by me and/or any other Releasing Party against any Non-Merck Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected with FOSAMAX and/or any jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (and/or any other Releasing Party) have ever claimed, or may at any time hereafter claim and (ii) any and all damages, losses, costs, expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Merck Party in connection with, arising out of or resulting from any claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such claim).

Without limitation of the foregoing paragraphs, I further agree, jointly and severally with any Derivative Claimant executing this Certification and Release, to indemnify, hold harmless

and defend the Merck Parties from and against (i) any and all claims made or asserted (prior to, on or after the date of this Certification and Release) against any Merck Party by any bisphosphonate manufacturer that is not Merck Party arising out of or related to any Claim made or asserted at any time by me and/or any other Releasing Party arising out of, relating to, resulting from and or connected with FOSAMAX and/or any jaw-related injury, including, without limitation, osteonecrosis of the jaw, I (and/or any other Releasing Party) have ever claimed, or may at any time hereafter claim and (ii) any and all damages, losses, costs, expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Merck party in connection with, arising out of or resulting from any claim described in (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such claim).

It is the intent of the Confidential Release contained in this Certification and Release that the Confidential Release is a complete and general release and the Claimant shall not recover, directly or indirectly, any sums for Released Claims and Liabilities from the Merck Parties or any other Released Parties other than the funds received pursuant to the Confidential Release referenced in the prior paragraph. If, despite the provisions of this Paragraph and the prior paragraphs, the Merck Parties and/or any Released Parties incur any lawsuits or judgments due to a claim for contribution or indemnity arising out of a claim brought by the Claimant against another individual or entity, or by another individual or entity against the Claimant, the Claimant shall indemnify, defend (with counsel selected by the Merck Parties) repay, and hold harmless the Merck Parties and any other Released Parties for such amounts.

Claimant hereby agrees to reduce any judgment Claimant might recover against any entity other than a Released Party for the injury Claimant has alleged was caused in whole or in part by FOSAMAX by release and discharge in an amount, fraction, portion, or percentage necessary under applicable state or federal law to bar, eliminate, or satisfy claims against the Released Parties for contribution and/or indemnity to the fullest extent permitted by applicable state or federal law arising from any Released Claims and Liabilities, including any amount re-allocated by applicable state or federal statute or common law to Released Parties resulting from uncollectibility and/or insolvency of other individuals or entities determined to be at fault. In addition, Claimant agrees to indemnify the Released Parties herein and save and hold them harmless from any claims, demands, causes of action, subrogation claims, liens, and claims for contribution or indemnity, made by others so adjudged jointly liable or severally liable with the Released Parties arising from any of the Released Claims and Liabilities, whether such is alleged to arise by reason of judgment, settlement, reallocation of fault in the event of insolvency or uncollectibility of any award, or otherwise. Claimant may satisfy such indemnity obligation by reducing any judgment recovered by Claimant against an individual or entity other than a Released Party by the amount, percentage, or share of such judgment necessary, under applicable law, to relieve the Released Parties of liability for contribution and/or indemnity. Claimant shall execute any additional documentation that may be required under applicable state or federal law in order to give effect to this provision.

Confidentiality: I agree to maintain in confidence, and shall not disclose to any person, the amount of any Settlement Payment (if any), except as may be required by applicable Law;

provided, that I understand that I may disclose such information to my immediate family members and to my counsel, accountants and/or financial advisors, if any (each of whom I shall, upon such disclosure, instruct to maintain and honor the confidentiality of such information). I agree that if I breach this confidentiality provision, money damages would not be a sufficient remedy and, accordingly, without limitation of any other remedies that may be available at law or in equity, Merck shall be entitled to specific performance and injunctive or other equitable relief as remedies for such breach.

RELATED MATTERS

ACKNOWLEDGEMENT OF COMPREHENSION; NO GUARANTEE OF PAYMENT: I AM ENTERING INTO THIS CERTIFICATION AND RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF MERCK OR ANY OTHER PERSON. I UNDERSTAND AND ACKNOWLEDGE THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION. I ACKNOWLEDGE THAT I HAVE READ THIS CERTIFICATION AND RELEASE AND THE AGREEMENT, AND I HAVE HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF MY CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND MY DECISION TO SIGN THEM, INCLUDING, WITHOUT LIMITATION, ABOUT, (I) THE SETTLEMENT GENERALLY AND THAT IT IS PART OF THE SETTLEMENT OF A LARGER NUMBER OF CASES, (II) THE SUM TO BE ALLOCATED TO THE CLAIMANT IN CONSIDERATION FOR THE CONFIDENTIAL RELEASE CONTAINED HEREIN DEPENDING ON THE EVENTUAL CATEGORIZATION OF THE CLAIMANT'S CLAIM UNDER THE AGREEMENT AND THE MINIMUM PAYMENTS TO BE MADE TO QUALIFYING PROGRAM CLAIMANTS (AS DEFINED IN THE AGREEMENT) WITHIN EACH CATEGORY OF THE SETTLEMENT, (III) THE RELATIONSHIP OF THAT SUM TO THE MERITS OF THE CLAIMANT'S CLAIMS, AND (IV) THE TERMS OF THIS CERTIFICATION AND RELEASE, INCLUDING THE CONFIDENTIAL RELEASE CONTAINED HEREIN. I FURTHER ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS ALL THESE MATTERS WITH MY COUNSEL, AND SUCH COUNSEL HAS ANSWERED ALL MY QUESTIONS TO MY SATISFACTION. I FURTHER ACKNOWLEDGE THAT I UNDERSTAND THIS CERTIFICATION AND RELEASE, INCLUDING THE CONFIDENTIAL RELEASE CONTAINED HEREIN, AND THE AGREEMENT. I FURTHER ACKNOWLEDGE THAT I UNDERSTAND THIS CERTIFICATION AND RELEASE, INCLUDING THE CONFIDENTIAL RELEASE CONTAINED HEREIN, AND THE AGREEMENT AND THAT THERE IS NO GUARANTEE WITH REGARD TO THE CATEGORY INTO WHICH MY CLAIM MIGHT ULTIMATELY BE PLACED UNDER THE TERMS OF THE AGREEMENT. I UNDERSTAND THAT IF MY CLAIM IS DETERMINED OR DEEMED NOT TO QUALIFY FOR A SETTLEMENT PAYMENT I WILL HAVE THE OPPORTUNITY TO HAVE THIS

CERTIFICATION AND RELEASE AND THE STIPULATION OF DISMISSAL RETURNED TO ME, IN WHICH CASE THIS RELEASE SHALL HAVE NO LEGAL OR BINDING EFFECT.

Waiver of Certain Provisions Regarding Timing of Any Payments. If I have any civil action pending in any jurisdiction that has enacted, promulgated or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to me in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action (including, but not limited to, Pennsylvania Rule of Civil Procedure 229.1), I hereby (i) specifically and expressly waive (to the fullest extent permitted by applicable Law) my rights under any such provisions and (ii) agree that, if my Claims are determined to be eligible for a payment under the Agreement that Settlement Payment shall be made solely in accordance with the terms and conditions of the Agreement. .

No Admission of Fault: I understand and agree that the Merck Parties, the Claimant, and any signatory Derivative Claimants are all entering into this Confidential Release and the Agreement solely by way of compromise and settlement. These documents are not, and shall not be construed at any time to be, an admission of liability, responsibility or fault of or by Merck or any other Released Party, and shall similarly not be construed at any time to be an admission of any lack of merit in the Claimant's Claim.

Representations and Warranties: I hereby represent and warrant that: I have full power, authority and capacity to enter into this Certification and Release and that this Certification and Release, including the Confidential Release contained herein, is enforceable in accordance with its terms. Except as set forth in the second sentence under "Attorneys' Fees; Division of Any Settlement Payment" above, and any advanced funding loans which I may have received in connection with my Claim for jaw-related injuries, including osteonecrosis of the jaw, that I have the sole right to receive any and all Settlement Payments, if any, with respect to my Claim. Neither I nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS CERTIFICATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF NEW YORK, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: I agree that if any provision of this this Certification and Release (or of the Confidential Release contained herein) is adjudicated to be invalid, illegal, a violation of the applicable state(s)' rules of legal ethics or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction while still preserving to the maximum extent possible the original intent of the

parties and, if it cannot be so modified, this Certification and Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Certification and Release (and the Confidential Release contained herein, as applicable) shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Certification and Release (or the Confidential Release contained herein, as applicable) in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction.

Legal Representatives: If I am signing this Certification and Release as a legal representative of a FOSAMAX user, then (i) all references in this Certification and Release to my use of, or injury from, FOSAMAX shall mean the use of, or injury from, FOSAMAX by or of such FOSAMAX user, all references in this Certification and Release to any person claiming by, through or under, or in relation to, me shall also mean any person claiming by, through or under, or in relation to, such FOSAMAX user, and all references to me in the definition of Derivative Claimant shall also mean such FOSAMAX user, (ii) if such FOSAMAX user is not deceased, he or she shall also be a “Releasing Party”, (iii) if such FOSAMAX user is deceased, I am executing this Certification and Release both individually and on behalf of the estate of such FOSAMAX user, and (iv) prior to the first time, if any, that any portion of a Settlement Payment is made to me, I will obtain judicial approval of this Certification and Release to the extent required under applicable Law. If this Certification and Release is signed by a person as a legal representative of a FOSAMAX user, no FOSAMAX-related claims of such legal representative with regard to that legal representative’s own FOSAMAX use, if any, are released or otherwise affected by this Certification and Release (or the Confidential Release contained herein).

Aggregate Settlement. Claimant’s Counsel has carefully reviewed this Certification and Release (including the Confidential Release contained herein) and has concluded that it is in the best interest of the Claimant, and represents a fair and efficient method of compensating the Claimant for Claimant’s Claims. Claimant’s Counsel recognizes, however, that the decision whether to execute this Certification and Release rests with Claimant. Claimant’s Counsel agrees and warrants that it has fully advised and counseled Claimant as to material terms of the Agreement and this Certification and Release (including the Confidential Release contained herein), including the disclosures required by the relevant state equivalent(s) to Rule 1.8(g) of the Model Rules of Professional Conduct, and the consequences of executing this Certification and Release, including its legally binding effect. The Claimant acknowledges that settlement of Claimant’s Claims is part of an aggregate settlement involving the claims of more than one client against the Merck Parties and that Claimant has been informed of the terms of the Agreement and of the ONJ Settlement Plan set forth therein.

Headings. The article and section headings contained in this Certification and Release are solely for the purpose of reference, are not part of the agreement of the parties, and shall not, in any way, define, limit, extend, or otherwise affect the scope, meaning, intent, or interpretation of this Certification and Release or any provision thereof.

Singular/Plural. Where the context so requires, terms used in the singular in this Certification and Release shall be deemed to include the plural and vice versa.

Non-Original Copies. This Certification and Release, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. A photocopy/scan of the fully executed original of this Agreement shall be deemed to be an original for any and all purposes.

Counterparts. This Certification and Release may be executed in any number of identical counterparts, any of which may contain the signatures of less than all parties and all of which together shall constitute a single agreement.

MMSEA. Claimant understands and acknowledges that the Merck Parties may have a legal obligation under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“MMSEA”) to report the amount of any payments made to Claimant under this Agreement to the Secretary of the Department of Health and Human Services (the “Secretary”) and/or The Centers for Medicare & Medicaid Services (“Medicare”). Claimant also acknowledges that the Merck Parties may be required under Section 111 of the MMSEA to identify the nature of Claimant’s illness or injury at issue, as well as other such information about Claimant, Claimant’s counsel, and the products involved, as specified by the Secretary to enable an appropriate determination concerning coordination of Medicare benefits, including any applicable recovery claim.

Claimant agrees to cooperate fully with the Released Parties, their counsel and agents by executing any and all documents and providing such additional information as may be required by or on behalf of the Merck Parties to comply with the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

Claimant and Claimant’s Counsel acknowledge and understand that in entering into this Certification and Release (including the Confidential Release contained herein) the parties have considered the interest of The Centers for Medicare and Medicaid Services (hereinafter “Medicare”) in recovering payments made for medical treatment rendered as a result of any alleged injury or condition forming the basis of or associated with the Released Claims and Liabilities.

Further, Claimant acknowledges and agrees that the confidentiality of this Certification and Release does not bar the Merck Parties from reporting said information required to be disclosed to CMS or the Secretary under Section 111 of the MMSEA.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have executed this Certification and Release effective as of the date set forth under my name below:

CLAIMANT:

Witnessed or Attested by:

By _____

Name:

Title:

Social Security No.:

Dated: _____

NOTARIZATION OF CLAIMANT'S SIGNATURE

STATE OF _____, COUNTY OF _____ SS.:

I hereby certify that on _____, 2014,

_____ personally came before me and acknowledged under oath to my satisfaction that this person: (a) is named and personally signed this document; and (b) signed, sealed and deliver this document as his or her act and deed.

Notary Public of the State of _____

CERTIFICATION AND JOINDER OF COUNSEL

(CLAIMANT’S COUNSEL)

CERTIFICATION

I, _____, hereby certify, represent and declare that _____ (“Claimant”) has at all relevant times been represented by the undersigned counsel. I have provided Claimant a copy of the Certification and Release to which this Certification and Joinder of Counsel is attached and have provided the Claimant disclosure documents regarding the Master Settlement Agreement referred to in the Certification and Release, including a copy of the Agreement and the Description of the ONJ Settlement Plan, that comply with all applicable state(s)’ rules of Professional Responsibility. I have made myself available to discuss with Claimant the terms and legal effect of all of the foregoing documents and Claimant’s decision to participate in this settlement, and I answered any and all questions Claimant may have had. I hereby certify that, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, Claimant does not have, and I do not have, any objection to the terms of the Certification and Release (including the Confidential Release contained therein) or any of the other foregoing documents. I further agree to comply with and be bound by the “Confidentiality” section in this Certification and Release and to provide to Merck proof and/or confirmation of the satisfaction and/or discharge of Liens as contemplated under “Liens and Other Third-Party Payor Claims”.

JOINDER

By its signature below and the delivery of this Certification and Joinder to Merck, the undersigned [_____] hereby agrees to: (i) participate in the ONJ Settlement Plan (as defined in the Settlement Agreement), (ii) become a Party to, and be bound by, the Settlement Agreement as a Party thereto and as an “Exhibit A Counsel,” a “Claimant’s Counsel” and one of the “Claimants’ Counsel” (as such terms are defined in the Settlement Agreement), including any representation, warranty and covenant made by it as an Exhibit A Counsel, a Claimant’s Counsel or as one of the Claimants’ Counsel contained in the Settlement Agreement and (iii) comply with and be bound by the terms and conditions of the Settlement Agreement.

BY CLAIMANT’S COUNSEL:

By _____
Name: _____
Title: _____
Dated: _____

SIGNATURE PAGE AND AGREEMENT BY DERIVATIVE CLAIMANT

I am a person having or asserting the right to sue Merck by reason of my relationship with Claimant (or, if Claimant is a legal representative of a FOSAMAX and/or Alendronate user, such FOSAMAX and/or Alendronate user). I hereby enter into the Certification and Release to which this signature page is attached and agree to be bound by all of its terms (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.

DERIVATIVE CLAIMANT:

Witnessed or Attested by:

By _____
Name:
Title:
Social Security No.:
Dated: _____

NOTARIZATION OF DERIVATIVE CLAIMANT’S SIGNATURE

STATE OF _____, COUNTY OF _____ SS.:

I hereby certify that on _____, 2014,

_____ personally came before me and acknowledged under oath to my satisfaction that this person: (a) is named and personally signed this document; and (b) signed, sealed and deliver this document as his or her act and deed.

Notary Public of the State of _____

CERTIFICATION AND JOINDER OF COUNSEL

(COUNSEL FOR DERIVATIVE CLAIMANT)

CERTIFICATION

I, _____, hereby represent and declare that _____ (“Derivative Claimant”) has at all relevant times been represented by the undersigned counsel. I have provided Derivative Claimant a copy of the Certification and Release to which this Certification of Counsel is attached and have provided the Derivative Claimant disclosure documents regarding the Master Settlement Agreement referred to in the Certification and Release, including a copy of the Agreement and the Description of the ONJ Settlement Plan, that comply with all applicable state(s)’ rules of Professional Responsibility. I have made myself available to discuss with Derivative Claimant the terms and legal effect of all of the foregoing documents and I answered any and all questions Derivative Claimant may have had. I hereby certify that, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, Derivative Claimant does not have, and I do not have, any objection to the terms of this Certification and Release or any of the other foregoing documents. I further agree to be bound by the “Confidentiality” section of the Certification and Release and my joint and several obligations to provide to Merck proof and/or confirmation of the satisfaction and/or discharge of Liens as contemplated under “Liens and Other Third-Party Payor Claims”.

JOINDER

By its signature below and the delivery of this Certification and Joinder to Merck, the undersigned [_____] hereby agrees to: (i) participate in the ONJ Settlement Plan (as defined in the Settlement Agreement), (ii) become a Party to, and be bound by, the Settlement Agreement as a Party thereto and as an “Exhibit A Counsel,” a “Claimant’s Counsel” and one of the “Claimants’ Counsel” (as such terms are defined in the Settlement Agreement), including any representation, warranty and covenant made by it as an Exhibit A Counsel, a Claimant’s Counsel or as one of the Claimants’ Counsel contained in the Settlement Agreement and (iii) comply with and be bound by the terms and conditions of the Settlement Agreement.

**BY COUNSEL FOR DERIVATIVE
CLAIMANT:**

By _____
Name: _____
Title: _____
Dated: _____