

Appendix F-2

Release Pertaining to Action with Derivative Claims

**RELEASE, INDEMNITY, and ASSIGNMENT
FOR CASES WITH DERIVATIVE CLAIMANTS**

CLAIMANT

Name			
Address	Street		
	City	State	Zip

Social Security Number	<table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <p>(Enter numbers only)</p>										

Check here if the Claimant is: **Incapacitated or** **Deceased or a** **Minor and provide the following information for the Representative with the authority to act on the Claimant's behalf.**

Representative's Name	First	Middle	Last

Representative's Address	Street		
	City	State	Zip

Representative's Social Security Number	<table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <p>(Enter numbers only)</p>										

DERIVATIVE CLAIMANT

Name			
Address	Street		
	City	State	Zip

Social Security Number	<table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <p>(Enter numbers only)</p>										

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

Name	
Firm	

RELEASE, INDEMNITY, AND ASSIGNMENT [FOR CASES WITH DERIVATIVE PLAINTIFFS]

RELEASE, INDEMNITY, AND ASSIGNMENT

THIS RELEASE, INDEMNITY, and ASSIGNMENT (“Release”) is made and entered into by the undersigned Claimant or Representative Claimant, and the Derivative Claimant(s) (as defined below) on the date signed below.

I. RECITALS

WHEREAS a claim has been asserted by or on behalf of Claimant against Organon USA, Inc. (“Organon”), and/or other defendants (collectively, “Named Defendants”), relating to Claimant’s alleged use of NuvaRing.

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 NuvaRing.

II. RELEASE

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

1. **Claimants.** “Claimant” as used herein refers to the NuvaRing user by or on behalf of whom claims have been asserted. To the extent this Release is executed by a Representative Claimant, such Representative Claimant represents and warrants that he or 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 Claimant also executes this Release on behalf of himself/herself, individually, to the extent he or she is also an “Other Releasing Person”, as defined below.
2. **Claimant’s Participation in Master Settlement Agreement.** Claimant (and/or any Other Releasing Persons, as defined below) acknowledges that she has elected to participate in a settlement described in the Master Settlement Agreement dated February 7, 2014 (“MSA”) between Organon and the Negotiating Plaintiffs’ Counsel, 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 (and/or any Other Releasing Persons, as defined below) acknowledges that she is bound by the MSA and that the undertakings and releases by Claimant and any Other Releasing

Persons provided for herein are made in consideration for Claimants' participation in the NuvaRing Resolution Program. Claimant and any Other Releasing Persons further acknowledge and agree to the allocation of the Settlement Funds described in Sections 3.06 and 6.01 of the MSA.

3. **Released Claims.** Claimant (and/or any Other Releasing Persons, as defined below), individually and for such Person's heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, releases and forever discharges the Released Persons, as defined below, from all Settled Claims, as defined below, and further agrees and covenants 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 on Claimant's own behalf are also made on behalf of each and every Other Releasing Person (as defined below).
4. **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.
5. **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 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 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.
6. **Released Persons.** The term "Released Persons" as used herein shall mean:
 - (a) Organon USA, Inc., Akzo Nobel N.V., Merck & Co., Inc., and/or other Named Defendants;
 - (b) Any and all suppliers of materials, components, and services used in the manufacture of NuvaRing, including the labeling and packaging thereof;
 - (c) All distributors of NuvaRing, including wholesale distributors, retail distributors, private label distributors, pharmacists, pharmacies, hospitals, and clinics, with respect to their distribution of NuvaRing, 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 Claimant's alleged use of NuvaRing, all health care providers who

prescribed NuvaRing for Claimant, all pharmacists and pharmacies who dispensed NuvaRing to Claimant;

- (e) Any direct or indirect parent, subsidiary, affiliate, 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 NuvaRing, whether as a joint tortfeasor or otherwise, under any theory of law or equity;
- (g) Any attorney, law firm, and its employees representing the Named Defendants or other Released Persons in regard to Claimant's alleged use of NuvaRing 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 officer, director, employee, partner, trustee, representative, agent, servant, attorney, or assignee of any of the Persons identified in subparagraphs (a)-(h) above in his or her capacity as such.

7. **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 NuvaRing, alone or in combination with any other substance, or any other transaction between Claimant and Released Persons relating to Claimant's alleged use of NuvaRing. 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 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 NuvaRing claims asserted by any plaintiff or claimant, including Claimant. These "Settled Claims" include, without limitation and by way of example, all NuvaRing-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 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, 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, 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.
8. **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.
9. **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 NuvaRing 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 the 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 NuvaRing and the Released Persons' activities as they relate to NuvaRing. 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. Claimant expressly waives any and all rights the Claimant may have 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 the Claimant does not know or suspect to exist in the Claimant's favor at the time of the Release. Specifically, the Claimant acknowledges that the Claimant has been advised by the Claimant's attorneys concerning, and are familiar with, the California Civil Code Section 1542, and the Claimant expressly waives any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

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 NuvaRing or the purchase, use, manufacture, sale, design, distribution, promotion, marketing, clinical investigation, testing, administration, regulatory approval or labeling of NuvaRing;
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 NuvaRing 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 Person in connection with NuvaRing;
4. Which arises directly or indirectly out of or is in any manner related to Claimant's alleged use of NuvaRing, 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 NuvaRing, 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 NuvaRing, 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.

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
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 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 NuvaRing.

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

1. **Responsibility for Identification, Notification, and Satisfaction of Insurer, Healthcare Provider or other Liens, Claims, Subrogated Rights or Obligations.**
 - (a) Claimant agrees that it is Claimant's and her counsel's sole responsibility to identify to the Claims Administrator and Organon all actual or potential insurers and all known third-party claimants with subrogation or reimbursement interests related to the released injuries (pursuant to any applicable state law or contractual terms) that are not Governmental Payors (collectively, "Potential Third-Party Claimants"). Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Potential Third-Party Claimants.

- (b) Claimant agrees it is her sole responsibility to satisfy or otherwise resolve any and all claims held by all Potential Third-Party Claimants and further agrees that the Released Persons shall have no responsibility for satisfaction of the same.
- (c) Claimant shall indemnify, repay and hold the Released Persons harmless from any and all claims held by all Potential Third-Party Claimants, whether existing as of the date of becoming a Program Participant or arising thereafter. This includes payments of all fees and litigation expenses.
- (d) Claimant and her counsel shall execute and comply with the terms and requirements of the Identification of Potential Third-Party Claimants, contained in Appendix H-1 of the MSA, which is required as part of the Claim Package. The terms and conditions set forth in Section 3.05 of the MSA govern the Claims Administrator's acceptance of the Identification of Potential Third-Party Claimants, including the notice and cure provisions set forth in Section 3.05(A)-(E) of the MSA in the event the Claims Administrator determines deficiencies exist regarding the Identification of Potential Third-Party Claimants.
- (e) If the Claims Administrator or Organon is or becomes aware of Potential Third-Party Claimants, it may provide notice of those to Claimant and her counsel by submitting the Notice of Potential Third-Party Claimants, contained in Appendix H-2 of the MSA. Upon receipt of a completed Appendix H-2, Claimant and her counsel must amend their Appendix H-1 to include the identified parties, and assume all responsibilities and obligations to satisfy or resolve those interests before any Settlement Payment will be made. The Amended Appendix H-1 (Identification of Third-Party Claimants) shall be resubmitted to the Claims Administrator within ten (10) days of receipt of the new information contained in Appendix H-2.
- (f) In the event that Claimant and her counsel have unresponsive or unwilling Potential Third-Party Claimants, they shall complete the Notice of Third-Party Claimant Dispute, contained in Appendix H-3 of the MSA, to notify the Claims Administrator and Organon of the dispute. The Claims Administrator may then refer the dispute to the Special Master for handling pursuant to Section 5.03 of the MSA.
- (g) Claimant and her counsel shall provide proof of resolution of any and all claims held by Potential Third-Party Claimants to Organon and the Claims Administrator by executing, submitting, and complying with the terms and requirements of the Certification of

Third-Party Claimant Resolution, contained in Appendix H-4 of the MSA, as a condition precedent for any payment from the Qualified Settlement Fund.

- (h) If Claimant fails to meet the requirements of this Section (F)(1), or of Section 9.01(A) of the MSA, she shall not be entitled to payment under the terms of this Agreement and such failure shall be an independent cause for dismissal of her claim, with prejudice. Completion of the requirements of this Section (F)(1), and of Section 9.01(A) of the MSA, is a **CONDITION PRECEDENT** to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant. For the avoidance of doubt, the **CONDITION PRECEDENT** in this Section is not a **CONDITION PRECEDENT** to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the MSA, but is only a **CONDITION PRECEDENT** to the distribution of any Claimant's Settlement Payment from the Qualified Settlement Fund to the Claimant.

2. **Procedure Regarding Payments by Governmental Payors.** With respect to potential payments made on Claimant's behalf by Medicare or Medicaid; a Medicare or Medicaid 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 a **CONDITION PRECEDENT** to the distribution of any Settlement Payment from the Qualified Settlement Fund to Claimant, Claimant and her counsel agree as follows:

- (a) **Identification of Governmental Payors.** Claimant and her counsel agree it is their sole responsibility to identify for the Claims Administrator and Organon every Governmental Payor that may have made any payments on behalf of Claimant in any way related to Claimant's alleged use of NuvaRing from the time Claimant alleges she first suffered injury from the alleged use of NuvaRing through the Execution Date. Claimant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Governmental Payors.
- (b) **Mandatory reporting obligations under MMSEA and State Medicaid Programs.**
 - (i) **Medicare:** Claimant and her counsel shall provide Organon with any information necessary for Organon to meet its mandatory reporting obligations to the Center for Medicare & Medicaid Services ("CMS") as mandated by Section 111 of the MMSEA. Any Claimant who was or is a Medicare beneficiary will execute and provide the information requested in the Medicare/Medicaid

Addendum and Release and associated forms contained in Appendices I-1 through I-4 to the MSA.

- (ii) **Medicaid and other Governmental Payors:** Claimant and her counsel further shall to provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each states' Medicaid or other governmental agency reporting and reimbursement laws and regulations. Any Claimant who was or is a Medicaid beneficiary will execute and provide the information and forms requested in the Medicare/Medicaid Addendum and Release contained in Appendix I to the MSA.
- (c) **Notice of Settlement.** Claimant and her counsel shall provide the Claims Administrator and Organon's counsel a copy of a letter or other communication (i) notifying each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) that a claim related to Claimant's alleged use of NuvaRing 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 Claimant's alleged use of NuvaRing and the claimed amount of any such interest.
- (d) **Satisfaction of Governmental Payors' Interests.** Claimant and her counsel shall provide to Organon written documentation demonstrating that each Governmental Payor identified pursuant to Section F(2)(a) above (and section 9.01(B)(1) of the MSA) either:
 - (i) holds no interest, including any Liens, in the Settlement Payment;
 - (ii) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment;
 - (iii) agrees any interest, including any Liens, in the Settlement Payment has been finally and completely satisfied; or
 - (iv) has reached a binding agreement with Claimant setting forth in detail a specific dollar amount or percentage of the Settlement Payment 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 any Liens, in the Settlement Payment.
- (e) For the avoidance of doubt, the CONDITION PRECEDENT in this Section is not a CONDITION PRECEDENT to Organon's funding obligations into the Qualified Settlement Fund under Section 6.01 of the

MSA but is only a CONDITION PRECEDENT to the distribution of Claimant's Settlement Payment from the Qualified Settlement Fund to Claimant.

G. Claimant's Eligibility for Medicare or Medicaid and Claimant's Identifying Information.

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:

1. Claimant and Claimant's Counsel represent and warrant that they have provided the Named Defendants with the following complete and accurate information: (1) Claimant's Social Security Number; (2) Claimant's full legal names; and (3) Claimant's date of birth.
2. By signing this Release, Claimant acknowledges and recognizes that the Named Defendants or their designated agent has and/or will use the information provided to query the Centers for Medicare and Medicaid Services Coordination of Benefits Contractor ("COBC") to determine Medicare and/or Medicaid eligibility, and may report this settlement to the COBC pursuant to 42 U.S.C. § 1395y(b)(8).

H. Attorney Liens. Claimant represents and warrants that all liens referenced in Section F above and all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of Claimant by any attorney in relation to Claimant's alleged use of NuvaRing, have been paid or will be paid out of the proceeds of the settlement and are 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 Claimant's alleged use of NuvaRing will be satisfied by 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 Person 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 Person for such payment or judgment.

J. Payment.

1. **Timing and Amount.** The settlement amount will become due and payable to Claimant as determined by the Plaintiffs' Claims Review Committee ("PCRC") as set forth in the MSA ("Settlement Payment").

2. **Full and Fair Consideration.** The Settlement Payment is made as full and fair consideration for releasing all claims identified in Section II.A of this Release and is being made on account of personal injuries within the meaning of §104 of the Internal Revenue Code of 1986, as amended, and/or, where applicable, wrongful death.
3. **Satisfaction of Settled Claims.** The Settlement 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 MSA, 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 claims released hereunder, then Claimant shall pay to the Released Persons, and each of them, proven damages caused to the Released Person thereby.
6. **Dismissal.** If Claimant has filed an action against any of the Released Persons in connection with Claimant's alleged use of NuvaRing, 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 the Named Defendants' counsel a Stipulation of Dismissal With Prejudice ("Dismissal") regarding the pending action, pursuant to the terms of the MSA, and Claimant hereby authorizes the Named Defendants' counsel to file said Dismissal with the court or tribunal and enter it as a matter of record in accordance with the terms of the MSA, which filing shall fully and finally dispose of all claims asserted against any of the Released Persons in said action.
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 that may be allocated to her in the NuvaRing Resolution Program pursuant to Sections 3.06 and 6.01 of the MSA, (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 NuvaRing or otherwise. Claimant acknowledges that Released Persons expressly deny any liability relating to NuvaRing 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 New Jersey. 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.
- N. **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 Effective Date 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.
- 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 New Jersey. In the event of a dispute involving this Release, the parties irrevocably agree that venue for any such dispute shall lie before the Hon. Brian J. Martinotti, J.S.C., Superior Court of New Jersey, Law Division, Bergen County.
- P. **Severability.**
1. To the fullest extent permitted by applicable law, each Party waives 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, Claimant and Organon shall negotiate in good faith to modify this Release so as to effect the original intent of Claimant and Organon as closely as possible to the fullest extent permitted by applicable law. Nothing in this Paragraph P.2 is intended to, or shall, limit (1) Paragraph P.1 or (2) the intended effect of Paragraph O.

- 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 the Named Defendants, the Released Persons, or anyone else. Claimant further declares and acknowledges that she 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.

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

Signature by Claimant or Representative Claimant:	
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Date of Signature:	_____ / _____ / _____ (month) (day) (year)
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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/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 AND AGREEMENT BY DERIVATIVE CLAIMANT

I am a person having or asserting the right to sue the Named Defendants by reason of my relationship with Claimant (or, if Claimant is a legal representative of a NuvaRing user, such NuvaRing 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/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 CLAIMANT and DERIVATIVE CLAIMANT

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

Date of Signature:

_____/_____/_____
(month) (day) (year)