

MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement, dated February 7, 2014 (the "Execution Date"), is entered into by and between (i) Organon USA, Inc. ("Organon"), and (ii) the plaintiffs' counsel listed in the signature pages hereto under the heading "Negotiating Plaintiffs' Counsel" ("NPC").

All capitalized terms used herein shall have the meanings ascribed to them, respectively, either where they appear in this Agreement set off in parentheses and quotations and underscored, or as set forth in Article XIV.

RECITALS

A. This Master Settlement Agreement pertains to (1) *In Re: NuvaRing Products Liability Litigation*, MDL No. 1964 (the "MDL"), a federal multi-district litigation venued in the United States District Court for the Eastern District of Missouri (the "MDL Court"); (2) any other federal court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of NuvaRing, either pending in that court or awaiting transfer to the MDL (collectively, the "Other Federal Court Proceedings"); (3) *In Re: NuvaRing Litigation*, BER-L-3081-09 (the "New Jersey Coordinated Proceedings"), venued in the New Jersey Superior Court, Law Division, Bergen County (the "New Jersey Coordinated Court"); and (4) any and all other state court proceedings pertaining to actions, disputes, and claims asserted against Defendants regarding the use of NuvaRing (the "Other State Court Proceedings").

B. NPC, having been duly authorized by the MDL Court and the New Jersey Coordinated Court, and Organon have agreed to establish a private settlement program to resolve certain Claims (the "NuvaRing Resolution Program" or the "Program").

C. An opportunity for participation in the NuvaRing Resolution Program is open to Claims in the MDL, in the Other Federal Court Proceedings, in the New Jersey Coordinated Proceedings, and in the Other State Court Proceedings, that were pending in those proceedings on or before the Execution Date, and that involve an Alleged Injury resulting from the use of NuvaRing, as specified in this Agreement.

D. With respect to unfiled claims, an opportunity for participation in the Program is also open to any Claimants with Claims that are not pending against Defendants in state or federal court but that involve an Alleged Injury occurring in the United States prior to the Execution Date allegedly resulting from the use of NuvaRing, and who duly execute and serve the Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel in accordance with Section 1.04 of this Agreement.

E. Defendants deny any liability or wrongdoing and assert that they have meritorious affirmative defenses to these lawsuits and claims. This Agreement, accordingly, will not be construed as evidence of, or as an admission by Defendants of, any fault, liability, wrongdoing, or damages whatsoever.

F. The Parties agree and understand that this Agreement shall not be used, cited, or relied upon in any manner in any future cases or settlements without the express approval of NPC and Organon, other than as necessary to enforce the Agreement.

G. All sums awarded under this Agreement constitute damages on account of personal physical injuries or sickness, within the meaning of §104(a)(2) of the Internal Revenue Code.

H. There is no guarantee that every Person who has made a claim or is the subject of a lawsuit and who is enrolled in the Program will be determined to be eligible to receive compensation under the terms of this Agreement.

Organon and NPC hereby agree as follows:

ARTICLE I. PROGRAM ENROLLMENT

Section 1.01 Eligible Enrollees and Program Participants

- (A)** Those Claimants who have the opportunity to be enrolled in the Settlement Program pursuant to the provisions of this Article I are “Eligible Enrollees”.
- (B)** Those Claimants who become finally enrolled in the Settlement Program pursuant to the provisions of this Article I and have the opportunity to submit a Claim Package are “Program Participants.” To the extent this Agreement refers to a Program Participant’s use of NuvaRing, where the Claim is being brought in a representative capacity by a Program Participant who was not the NuvaRing user, such reference shall refer to the NuvaRing user.

Section 1.02 Enrollment Procedures for Claimants with Cases Pending in Federal or State Court

- (A)** Claimants who, on or prior to the Execution Date, have cases that involve an Alleged Injury resulting from the use of NuvaRing pending in the MDL (“MDL Claimants”), the New Jersey Coordinated Proceedings (“NJ Coordinated Proceeding Claimants”), in federal courts other than the MDL Court, including all cases subject to a Conditional Transfer Order or otherwise awaiting transfer to the MDL (“Other Federal Court Claimants”), or in state courts other than in the New Jersey Coordinated Proceedings (“Other State Court Claimants”) are not automatically enrolled in the Program but may take steps to enroll in the Program. Claimants whose cases have been dismissed with prejudice prior to the Execution Date are not eligible to participate in the Program, unless such cases are pending appeal or subject to a pending motion for reconsideration on the Execution Date. In no event may Claimants whose cases are dismissed in connection with this NuvaRing Resolution Program resubmit their Claims for enrollment in the Program.

- (B) Such MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants who wish to enroll in the Program must submit the “Notice of Intent to Opt In Form for Filed Claims” contained in Appendix A on or before the Opt In Deadline in accordance with the provisions of Section 1.03. Failure to timely submit a Notice of Intent to Opt In Form for Filed Claims in the manner required bars such Claimant from enrollment and potential recovery of an award under the Program.
- (C) Submission of a Notice of Intent to Opt In Form for Filed Claims (i) is irrevocable after the Opt In Deadline applicable to the Claimant; (ii) binds the Claimant submitting the form to the terms and conditions of this Agreement; and (iii) constitutes affirmative acceptance of the jurisdiction of the Special Master and the MDL Court (or of the New Jersey Coordinated Court should the MDL Court lack subject matter jurisdiction) for all matters and decisions relative to this Agreement.
- (D) MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants, and Other State Court Claimants who properly and timely submit a Notice of Intent to Opt In Form for Filed Claims are enrolled Program Participants, and must submit a Claim Package on or before the Claim Package Deadline.

Section 1.03 Implementing Case Management Orders and Deadlines for Enrollment by Claimants with Pending Cases

- (A) NPC and Organon will jointly petition the MDL Court and the New Jersey Coordinated Court for a case management order to implement certain deadlines and other provisions of this Agreement and to provide notice of this Agreement, in the form attached hereto as Appendix B (“Implementing CMO”), as modified in the New Jersey Coordinated Court to conform to state practice.
- (B) The Implementing CMO will also set forth 11:59 p.m. C.T. on the later of the following dates as the time and date by which Eligible Enrollees with cases pending in federal or state court must submit the Notice of Intent to Opt In Form for Filed Claims contained in Appendix A (as applicable, the “Opt In Deadline”): (x) March 10, 2014; or (y) if, on or before March 10, 2014, an Eligible Enrollee provides to the Claims Administrator a reasonable justification for requiring more than a 30-day period to opt in (as determined by the Claims Administrator in good faith) the Opt In Deadline pertaining to that Eligible Enrollee shall be extended to March 25, 2014; or (z) if the Claims Administrator shall determine that, for any reason in its discretion, any Eligible Enrollee needs an additional fifteen (15) days to opt in, the Opt In Deadline applicable to all Eligible Enrollees shall be April 9, 2014. Upon agreement by Organon and the NPC, the Opt In Deadline may be further extended to an agreed-upon date.

- (C) The Notice of Intent to Opt In Form for Filed Claims must timely be submitted in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See* www.nuvaringofficialsettlement.com.

Section 1.04 Enrollment Procedures for Qualifying Unfiled Claims

- (A) Claimants who do not have a case pending against Defendants in state or federal court but who allege an injury resulting from the use of NuvaRing occurring in the United States prior to the Execution Date, and who provide a properly executed and timely Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel to Organon pursuant to the procedures set forth in this Section, are “Qualifying Unfiled Claimants,” and are enrolled in the Program as Program Participants.
- (B) The “Notice of Intent to Opt In Form for Unfiled Claims” shall be in the form contained in Appendix C, signed by the Claimant, and submitted on or before March 10, 2014 (*i.e.*, the “Notification Deadline”), as set forth in the Implementing CMO. The Notification Deadline may be extended by agreement of Organon and the NPC.
- (C) The “Declaration of Counsel” shall be in the form contained in Appendix D, signed by the Claimant’s counsel, and submitted on or before the Notification Deadline if it can be affirmed that the Claimant (or the Claimant’s personal representative) had signed a retainer agreement with that attorney or with his or her law firm prior to the Execution Date for legal representation of said Claimant relating to an injury allegedly resulting from the use of NuvaRing.
- (D) The Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel must be submitted in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See* www.nuvaringofficialsettlement.com.
- (E) Qualifying Unfiled Claimants who properly and timely submit a Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel are (i) enrolled Program Participants bound by the terms of this Agreement; (ii) agree to submit to the jurisdiction of the Special Master and the MDL Court (or, if the MDL Court does not have subject matter jurisdiction, to the jurisdiction of the New Jersey Coordinated Court), and (iii) must submit a Claim Package on or before the Claim Package Deadline.

Section 1.05 Notification of Enrollment Status and Program Participation

- (A) The Claims Administrator will provide notice to all Eligible Enrollees who submit a Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims pursuant to the provisions of this Article I, and/or whose claims are identified by Plaintiffs’ counsel in the

Case Census, of their “Final Enrollment Status,” meaning their status as either a Program Participant or Unenrolled Claimant (as defined in Paragraph 1.05(B) below), on a rolling basis within five (5) days after the latest of the following dates applicable to such Claimant: (a) the Opt In Deadline; or (b) the Notification Deadline.

- (B) An “Unenrolled Claimant” is an Eligible Enrollee who (as may be applicable to them pursuant to Section 1.01 through Section 1.04): (a) if an MDL Claimant, NJ Coordinated Proceeding Claimant, Other Federal Court Claimant or Other State Claimant, fails to serve a proper and timely Notice of Intent to Opt In Form for Filed Claims; or (b) fails to serve a proper and timely Notice of Intent to Opt In Form for Unfiled Claims and Declaration of Counsel.
- (C) Within seven (7) days of receiving notice of her Final Enrollment Status, an Eligible Enrollee may seek reconsideration of her status as an Unenrolled Claimant from the Claims Administrator, which reconsideration will be decided by the Claims Administrator within seven (7) days of such reconsideration request. The Claims Administrator’s reconsideration decision regarding Final Enrollment Status is binding and non-appealable.

Section 1.06 Program Participation is Irrevocable

A Program Participant may only pursue her claim in the Program and may not pursue her claim in any court of law or other proceeding.

Section 1.07 Provision of Opt In Forms to Organon and NPC

The Claims Administrator shall make the Notice of Intent to Opt In Forms for Filed Claims, the Notice of Intent to Opt In Forms for Unfiled Claims and the Declarations of Counsel that it receives pursuant to this Article I available to Organon or the NPC upon request by either Party.

ARTICLE II. ELIGIBLE CLAIMS

Section 2.01 Eligible Claims

Only “Eligible Claims” may be compensated in the Program. An Eligible Claim requires the following:

- (1) The Claimant has received notification of her Final Enrollment Status as a Program Participant; and
- (2) The Claimant has timely submitted a complete Claim Package as set forth in Article III.

ARTICLE III. CLAIM PACKAGE SUBMISSION AND REVIEW

Section 3.01 Claim Package Deadline

- (A) Program Participants may submit Claim Packages after they have submitted a Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims, as applicable, pursuant to Article I above. Program Participants, by and through their counsel, if represented, must submit a complete Claim Package, together with all Supporting Documentation, no later than 11:59 p.m. C.T. on the forty-fifth (45th) day following the Effective Date (the “Claim Package Deadline”) or, as applicable and subject to the terms of Section 3.05, the Cure Deadline.
- (B) Failure to submit a complete Claim Package on or before the Claim Package Deadline or Cure Deadline, as applicable, shall subject the Program Participant’s case to dismissal with prejudice upon motion by Organon, pursuant to Section 5.02.

Section 3.02 Complete Claim Package Requirements

- (A) A complete Claim Package must include the following “Supporting Documentation”:
 - (1) A completed and signed Claim Form contained in Appendix E-1;
 - (2) A completed and signed Authorization to Release Records and Other Information contained in Appendix E-2. When executing this document, the Program Participant shall not specify particular healthcare providers for the collection of records, but shall leave the provider field of the form blank so that it may be utilized for collection of any necessary records in accordance with Section 4.06;
 - (3) An executed Release contained in Appendix F-1;
 - (4) In the event of a Plaintiff who asserts a Derivative Claim in the Complaint filed by the Program Participant, an executed Release contained in Appendix F-2, instead of an executed Release contained in Appendix F-1, executed by the Program Participant and by any Plaintiff who asserts a Derivative Claim in the Complaint filed by the Program Participant. For avoidance of doubt, a Release is required from each and every Plaintiff who asserts a Derivative Claim with respect to any Program Participant, but a Release is not required from the spouse of a Plaintiff if the

spouse did not assert a Derivative Claim in the Complaint;

- (5) Contemporaneous prescription records from a pharmacy or medical facility reflecting that the Program Participant was prescribed or provided with NuvaRing, or other substantiating evidence (the “Prescription Records”), it being understood that: (i) “contemporaneous prescription records” refers to records that were created at, or about, the time the prescription was written or NuvaRing provided, and (ii) “other substantiating evidence” may include an affidavit by a healthcare professional attesting to the prescription of NuvaRing; documentation of samples of NuvaRing that were provided to the Program Participant; documentation in hospital records for the Alleged Injury that specifically reference NuvaRing, or such similar evidence that would be admissible in a state or federal court proceeding to establish the Program Participant’s usage of NuvaRing;
- (6) Contemporaneous medical records reflecting diagnosis of the Program Participant’s Alleged Injury occurring (i) prior to the Execution Date of the Master Settlement Agreement, and (ii) after the Program Participant was first prescribed or provided NuvaRing, as reflected in the Prescription Records, it being understood that “contemporaneous medical records” refers to records that were created at, or about, the time the diagnosis was made (the “Medical Records”);
- (7) A Stipulation of Dismissal:
 - (a) MDL Participants must submit an executed stipulation of dismissal in the form contained in Appendix G-1 (the “MDL Stipulation of Dismissal”).
 - (b) New Jersey Coordinated Participants must submit an executed stipulation of dismissal in the form contained in Appendix G-2 (the “New Jersey Stipulation of Dismissal”).
 - (c) Other Federal Court Participants must submit an executed stipulation of dismissal for federal court that abides by all applicable federal and local rules for effectuating the dismissal, with prejudice, of the Federal Case against all Defendants (each a “Federal Stipulation of Dismissal”).

- (d) Other State Court Participants must submit an executed stipulation of dismissal for state court that abides by all applicable state and local rules for effectuating the dismissal, with prejudice, of the State Case against all Defendants (each a “State Stipulation of Dismissal”).
- (e) Qualifying Unfiled Program Participants are not required to submit a Stipulation of Dismissal as part of their Claim Package.
- (8) Wire instructions for use by the QSF Administrator in connection with any Settlement Payment to be made to such Program Participant through his or her counsel, if represented, subject to and in accordance with the terms of this Agreement and the Qualified Settlement Fund Agreement; and
- (9) An executed Identification of Potential Third-Party Claimants contained in Appendix H-1.
- (B) Program Participants may submit additional records to the Claims Administrator, beyond those that are required, if reasonably related to the Program Participant’s Alleged Injury or to a Derivative Claim. All Derivative Claims must be included as a part of the Claim Package submitted by or on behalf of the NuvaRing user. Persons who did not use NuvaRing may not submit a separate Claim Package under the Program.
- (C) In connection with the determinations of Settlement Payments under Section 3.06, NPC or the PCRC may, at their discretion, request that Program Participants submit additional records, beyond those that are required, relating to their NuvaRing usage, Alleged Injury, medical conditions or medical history.

Section 3.03 Claim Package Submission

Claim Packages must be submitted to the Claims Administrator on or before the Claim Package Deadline in the following manner: Online in accordance with instructions provided by the Claims Administrator. *See www.nuvaringofficialsettlement.com.*

Section 3.04 Medical Records and Prescription Records

Program Participants are responsible for obtaining and submitting, through their counsel, if represented, the Medical Records and Prescription Records required for a Claim Package. With respect to their Medical Records and Prescription Records, and any additional records submitted,

Program Participants consent to review of such records by the Claims Administrator (and those employed, or engaged by, the Claims Administrator), NPC, Organon, the Special Master, and the courts.

Section 3.05 Consideration of Claim Packages

- (A) A Claimant whose Claim Package does not meet the requirements of Section 3.02 shall not be entitled to payment under the terms of this Agreement.
- (B) The Claims Administrator shall review all Claim Packages submitted to the Program to determine whether a Claim Package is complete and meets the requirements of Section 3.02, and the Claims Administrator's review of Claim Packages pursuant to this Section shall be limited to determining whether each Claim Package is complete and meets the requirements of Section 3.02. This provision does not limit the Claims Administrator's authority to review Claim Packages in accordance with the audit provisions set forth in Section 4.06 below.
- (C) Upon verification by the Claims Administrator that a Claimant has submitted a complete Claim Package, the Claims Administrator shall within ten (10) days provide the Claim Package to the Plaintiff's Claims Review Committee (also referred to herein as the "PCRC"). A Claimant whose Claim Package does not meet the requirements of Section 3.02 shall not be provided to the PCRC or entitled to consideration of payment under the terms of this Agreement.
- (D) In the event that the Claims Administrator determines the Claim Package is not complete, he or she shall inform the Program Participant's counsel, if represented, or the Program Participant, if not represented by counsel, within twenty (20) days after submission of the Claim Package that Supporting Documentation is missing, inadequate, or incomplete, or in the case of a Program Participant who fails to submit any Claim Package, Claims Administrator shall within five (5) days after the Claim Package Deadline inform the Program Participant, or if represented by counsel, the Program Participant's counsel that no Claim Package was received (each a "Notice"). Any Claim Package that cannot, or for any reason does not, include all of the required Supporting Documentation shall be considered incomplete, shall fail to establish an Eligible Claim, and will subject the Claim to dismissal with prejudice, as described below, without compensation, absent timely cure as set forth herein.
- (E) As part of the Claims Administrator's determination of the adequacy and completeness of the Claim Package, the Claims Administrator will determine whether the contemporaneous medical records reflect a diagnosis of the Program Participant's Alleged Injury after the Program Participant was first prescribed or provided NuvaRing. If the Claims

Administrator does not find that the Claim Package supports a diagnosis of the Program Participant's Alleged Injury after the Program Participant was first prescribed or provided NuvaRing, the Claim Package will be determined to be deficient by the Claims Administrator.

- (F) The decision as to the completeness and adequacy of the Claim Package is in the sole discretion of the Claims Administrator, subject to reconsideration under Section 4.03(F). Failure to correct the deficiencies on or before the later of (x) the thirtieth (30th) day following the date of the Notice or (y) if the Program Participant on or before the thirtieth (30th) day following the date of the Notice has provided to the Claims Administrator a reasonable justification for requiring more than a 30-day cure period (as determined by the Claims Administrator in good faith), the sixtieth (60th) day following the date of the Notice (as applicable, the "Cure Deadline"), will result in automatic rejection of the Claim Package. The Claims Administrator shall provide notice of the rejection of the Claim Package to Claimant's counsel within ten (10) days following the expiration of the Cure Deadline ("Notice of Rejection").
- (G) Delivery of Releases and Stipulations of Dismissal to Organon:
- (1) Following the Claims Administrator's receipt of a Program Participant's Stipulation of Dismissal and/or Release pursuant to Section 3.02 above, the Claims Administrator shall review such documents to determine whether they are complete and valid in form and substance. Organon or its counsel may also review such documents to determine whether they are complete and valid in form and substance. If Organon or the Claims Administrator determines that any deficiencies exist as to any Program Participant's Stipulation of Dismissal and/or Release, the Claims Administrator shall follow the notice and cure provisions set forth in Section 3.05(A)-(E) above. Within ten (10) days of the Claims Administrator's receipt from a Program Participant of a Stipulation of Dismissal and/or Release that the Claims Administrator determines to be complete and valid in form and substance, such Stipulation of Dismissal and/or Release shall be delivered to Organon by the Claims Administrator.
 - (2) In the event that the Program Participant does not submit a Release or a Stipulation of Dismissal by the Cure Deadline, Organon may submit a motion to dismiss the Program Participant's case with prejudice. Such motions shall be made in accordance with Section 5.02. A Claimant may cure a deficiency relating to a Release or Stipulation of Dismissal during the pendency of a motion on a showing of good cause.
- (H) The Claims Administrator shall provide monthly updates to Organon and NPC as to the submission, review and approval process. Organon or NPC

may request copies of any Claim Package or any other documentation submitted with such Claim Package from the Claims Administrator.

Section 3.06 Settlement Payment

- (A) If the Claims Administrator or the Special Master, pursuant to the terms of Section 5.04, determines that a Program Participant's Claim is an Eligible Claim under the terms of the Agreement, the Claims Administrator will advise the PCRC and Organon.
- (B) For any Eligible Claim, the PCRC shall have the responsibility to allocate the Settlement Funds among the Program Participants and determine the amount of each individual Program Participant's settlement payment ("Settlement Payment"), consistent with the terms of this Agreement.
- (C) After each Settlement Payment has been determined by the PCRC, the PCRC will advise the Claims Administrator, and the Claims Administrator will send a notice containing the amount of the Settlement Payment (the "Settlement Payment Notice") to the respective individual Program Participants or their counsel, if any, and to the QSF Administrator, with a copy to Organon and the PCRC.
- (D) Individual Settlement Payments will be issued from the Qualified Settlement Fund after the resolution of any and all requests for reconsideration or appeals as to that Claim under Section 4.03(F) and 5.04 and subject to the terms of Article IX.
- (E) No Program Participant shall be entitled to any Settlement Payment other than in accordance with the terms of this Agreement, nor shall any Program Participant be entitled to pursue any claim for any other injury allegedly resulting from the use of NuvaRing. Program Participants disclaim any claim to receive any punitive, exemplary, or emotional damages and understand and agree that no payment made hereunder is or shall be deemed to be attributable to punitive, exemplary, or emotional damages.

ARTICLE IV. CLAIMS ADMINISTRATOR

Section 4.01 Claims Administrator Selection

- (A) This Agreement is a private agreement.
- (B) A Claims Administrator shall be selected by Organon, subject to agreement by NPC.
- (C) At the request of NPC and Organon, BrownGreer PLC has agreed to preside over the Program as the initial Claims Administrator.

- (D) Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.
- (1) In the event that NPC and Organon are unable to agree upon the appointment of a mutually agreeable successor Claims Administrator, NPC and Organon’s counsel will each present two (2) candidates to the MDL Court.
 - (2) The MDL Court will, in consultation with the judge presiding over the New Jersey Coordinated Proceedings, interview the candidates in camera to determine who will serve as the successor Claims Administrator. The order of the MDL Court will be final and non-appealable.

Section 4.02 Claims Administrator Liaisons

NPC and Organon each designate the following liaisons for communicating with the Claims Administrator regarding the Program and answering any questions that the Claims Administrator may have with respect to the interpretation of any provision of this Agreement (“Claims Administrator Liaisons”):

(A) Organon:

Melissa A. Geist
Reed Smith LLP
136 Main Street, Suite 250
Princeton Forrestal Village
Princeton, NJ 08540
mgeist@reedsmith.com
Phone: 609-514-5978

-and-

Stephen G. Strauss
Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, MO 63102-2750
sgstrauss@bryancave.com
Phone: 314-259-2444

(B) NPC:

Kristine K. Kraft
Schlichter Bogard & Denton, LLP
100 South Fourth Street, Suite 900
St. Louis, MO 63102
Phone: (314) 621-6115
Fax: (314) 621-7151
kkraft@uselaws.com

Section 4.03 Responsibilities and General Authority

- (A) The Claims Administrator must uphold the responsibilities for claim administration and review set forth in this Agreement as well as any additional responsibilities, if any, set forth in any subsequent amendments to this Agreement.
- (B) The Claims Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely administration of this Agreement. For the avoidance of doubt, the Claims Administrator shall not serve as the QSF Administrator under the terms of the Qualified Settlement Fund Agreement.
- (C) The Claims Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein or in the Appendices hereto, that provide further specific details about how the Program is to be administered, and/or other aspects of the Program; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and to which NPC and Organon agree.
- (D) Without limitation of the foregoing, the Claims Administrator shall have the authority to modify and/or supplement the Claim Form and any other form or Appendix required by this Agreement to provide for more efficient administration of the Program, subject to prior written consent by Organon and NPC, provided that no Program Participant who previously completed an earlier iteration of the Claim Form shall be required to submit a new Claim Form.
- (E) Without limitation of the foregoing, the Claims Administrator will:
 - (1) determine whether a Claimant is a Program Participant;
 - (2) review and make determinations of whether a Claimant's Claim Package is complete in accordance with the provisions of Section 3.02 and Section 3.05; and
 - (3) review and make determinations of whether a Program Participant

and her counsel have complied with the terms and conditions set forth in Section 9.01.

- (F) If the Claims Administrator determines that a Claim is not an Eligible Claim entitled to consideration by the PCRC for payment, the Program Participant may seek reconsideration by filing a request for reconsideration with the Claims Administrator within ten (10) days of receiving the Notice of Rejection. The Claims Administrator will respond to any such request for reconsideration within fourteen (14) days. Appeals to the Special Master pursuant to Section 5.04 may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought.
- (G) Without limitation of the foregoing, the Claims Administrator will make the initial determination regarding the categorization of Eligible Enrollees and Program Participants for purposes of evaluating the Required Participation Thresholds pursuant to Section 10.02(D).
- (H) The Claims Administrator, the QSF Administrator, and the NPC shall cooperate with Organon in providing to Organon any information that is necessary to comply with reporting obligations under the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA"), or other applicable laws.
- (I) A time period prescribed in this Master Settlement Agreement for the Claims Administrator to take action on a matter may be extended at the request of the Claims Administrator only if the volume of submissions relating to that matter warrants an extension and such extension is approved by the NPC and Organon.

Section 4.04 Liability of Administrative Personnel

No Claims Administrator, or employee or agent of any Claims Administrator, shall be liable to any Claimant, Eligible Enrollee, Program Participant, or their respective counsel for his acts or omissions, or those of any agent or employee of any Claims Administrator, in connection with the Program except, with respect to each such Person, for such Person's own willful misconduct. Nothing in this Section confers on any Claimant, Eligible Enrollee, Program Participant, or their respective counsel any privity of contract with, or other right to institute any action against, any Claims Administrator. In the event that the Claims Administrator must comply with any discovery obligations related to its work under this Agreement, the requesting party bears the cost of complying with such discovery obligation and such work and costs are expressly excluded from this Agreement.

Section 4.05 Method of Notification

All notifications required to be sent by the Claims Administrator under this Agreement shall be provided by a method selected by the Claims Administrator as the most efficient. If there is more than one counsel of record on the complaint, the notice shall be given to the counsel listed first. If the Claimant is *pro se*, notice shall be provided directly to the *pro se* Claimant.

Section 4.06 Organon/NPC Audit Right

- (A) In accordance with the terms of this Section, Organon and NPC shall each have the absolute right and discretion, at each's own expense, to itself conduct, or have conducted by the Claims Administrator or an independent auditor, audits to verify Claims submitted by Program Participants or any aspect thereof. Such audits may include individual Claim Packages or groups of Claim Packages. To this end, each Party shall have the right to submit additional records that it has gathered on individual Program Participants that are reasonably related to the Program Participant's Alleged Injury. For any such additional records, the submitting Party shall provide full copies to the other Party. The Claims Administrator shall fully cooperate with any such audit.
- (B) Claim Packages may be selected for audit under the following circumstances:
- (1) If the Claims Administrator, Organon, or the NPC reasonably believe that any Claim Package or Supporting Documentation submitted therewith has been falsified or is otherwise not valid or authentic, such Claim Package may be selected for audit by the Claims Administrator, Organon, or the NPC.
 - (2) A sampling of Claim Packages may be selected for audit randomly, with the total number of Claim Packages randomly selected for audit by either the NPC or Organon not to exceed for either Party, respectively, seven percent (7%) of the total number of Program Participants, absent agreement by the NPC and Organon to randomly audit a greater percentage of Claim Packages. This provision does not limit the number of Claim Packages that may be selected for audit based on a suspicion of falsification, as set forth in subclause (1) above.
- (C) Claim Packages randomly selected for audit under subparagraph 4.06(B)(2) above shall be selected, and audits commenced, on a rolling basis as Claim Packages are received by the Claims Administrator, provided that the selection of all Claim Packages is completed within ten (10) days of the Claim Package Deadline or any applicable Cure Deadline, whichever is later. Audits performed on randomly selected Claim

Packages under subparagraph 4.06(B)(2) above should be completed within sixty (60) days of selection for audit. In the event that such an audit is not completed with sixty (60) days of selection for audit, Organon and the NPC shall be notified and the Parties may reach agreement upon an extension for completion of such audit, or if no agreement is reached, either Party may petition the Special Master with a request for an extension of time to complete such audit.

- (D) If Organon or the NPC conduct audits pursuant to subparagraphs 4.06(B)(1) or (2), or engage an independent auditor to conduct such audits, the Party conducting the audit shall notify the Claims Administrator and the other Party and shall specify the Claim Packages subject to audit. To the extent the Claims Administrator initiates audits pursuant to subparagraph 4.06(B)(1), or is asked to perform audits pursuant to subparagraphs 4.06(B)(1) or (2) for Organon or the NPC, the Claims Administrator will provide notice to the Parties (or the non-requesting Party, as applicable) and shall specify the Claim Packages subject to audit.
- (E) With respect to Claim Packages which are selected for audit:
- (1) The Claims Administrator or the Party requesting the audit may require that the relevant Program Participant provide it with such other relevant records or other documentation within the Program Participant's (or her counsel's) custody, possession, or control as may reasonably be requested (including a signed copy of the retainer agreement, redacted to remove all information other than information sufficient to show the identity of the client, firm, litigation, and date the retainer agreement was executed, between any Program Participant and her counsel whose case had not been filed on or before the Execution Date). The Claims Administrator or the Party requesting the audit may also utilize the Authorization to Release Records and Other Information submitted with the Claim Package to obtain Prescription Records and/or Medical Records related to the Alleged Injury and NuvaRing usage, and upon use of such Authorization, shall provide notice to (i) the Parties (if utilized by the Claims Administrator) or the non-requesting Party and the Claims Administrator (if utilized by Organon or the NPC), and (ii) the counsel of the relevant Program Participant, or the Program Participant if *pro se*.
 - (2) If the Program Participant fails or refuses to provide any material records or other documentation (reasonably available to such Program Participant or her counsel) after being afforded an adequate opportunity to do so, then Section 4.06(G)(1), (2), and (3) shall be applied to such Program Participant and her Claim.

- (F) If following completion of its audit of a Claim Package, the Claims Administrator, Organon or NPC is of the view that any reasonable indicia of deception, dishonesty, or fraud relating to any Claim Package or in any way to the Program exist, Organon or NPC, as the case may be, may petition the Special Master (or, if in a jurisdiction where the Special Master has not been appointed, the court where the case was filed) under seal, with copies being provided to Program Participant's counsel (or, if *pro se*, to the Program Participant) and Organon's counsel or NPC (depending on who may file) pursuant to Section 13.01. Any ruling of the Special Master may be appealed to the MDL Court or, should the MDL Court lack subject matter jurisdiction, to the New Jersey Coordinated Court or the court in which the case was filed.
- (G) Without limitation of Section 4.06(F) and any term in this Agreement to the contrary notwithstanding, in the event that the Special Master, upon motion by Organon or NPC, determines that a Program Participant, or counsel for such Program Participant, has used deception, dishonesty, or fraud in connection with the Claim of such Program Participant:
- (1) such Program Participant's Claim shall be denied and such Program Participant immediately shall cease to have any further rights under the Program, but such Program Participant's Stipulation of Dismissal and Release (if applicable) shall be delivered to Organon if not previously delivered (and, without limitation, Organon shall be free to file or cause to be filed such Stipulation of Dismissal and/or Release in any relevant action or proceeding);
 - (2) each of such Program Participant (if the Special Master makes such determination in respect of such Program Participant) and such counsel (if the Special Master makes such determination in respect of such counsel) shall fully be liable (i) for the costs and expenses (including legal costs and expenses) incurred by the Claims Administrator, Organon and/or NPC in connection with any related audit and/or any related proceedings (including MDL Court, or other court, proceedings) under this Section 4.06 and (ii) if applicable, to repay to the QSF any Settlement Payment previously paid to or with respect to such Program Participant (and any such repayment of such Settlement Payment in whole or in part shall be disregarded for purposes of Article VI); and
 - (3) such Program Participant, such counsel and/or such counsel's other Program Participants shall be subject to such further sanctions or other penalties as the Special Master may impose, including (i) in the case of such counsel (and/or such counsel's other Program Participants), raising the level of scrutiny of (including conducting audits), modifying the timing of the review of, and/or requiring

such counsel to pay the costs and expenses associated with any future audits of, any other Claim of any or all of the other Program Participants for which it is counsel, (ii) suspension of any Settlement Payments to all other Program Participants of such counsel until such time as may be determined by the applicable court, or (iii) referral of the matter to appropriate law enforcement officials, provided that no such further sanctions or other penalties shall affect the status of any other Program Participant or her Claim unless such sanction or other penalty is consented to by Organon and NPC.

(H) All audits shall be initiated in good faith.

ARTICLE V. SPECIAL MASTER

Section 5.01 Special Master Appointment

For the sake of uniformity in rulings and efficiency, NPC and Organon agree (a) to recommend to the respective courts that each court appoint Judge Daniel Stack as Special Master for the purpose of making recommendations on certain motions, as described in Sections 5.02 and 5.03, and any petitions brought under Section 4.06(C), 4.06(F) and 4.06(G), and (b) to privately appoint Judge Daniel Stack as Special Master for the purpose of hearing appeals of the Claims Administrator's determinations, as described in Sections 5.04. The individual initially appointed as Special Master, as well as any successor thereto, is referred to herein as the "Special Master." Any successor to the initial Special Master shall fulfill the same functions from and after the date of his succession and shall be bound by the determinations made by his predecessor(s) to date.

Section 5.02 Motions to Dismiss

The Special Master will (a) hear all motions to dismiss claims that fail to comply with the terms of this Agreement, and (b) recommend to the MDL Court or to the respective federal court or state court judge, as the case may be, a ruling on each of the motions to dismiss. If the Judge presiding over any specific case in which the Cure Deadline is not met has not appointed the Special Master on or prior to the Cure Deadline, any associated motion to dismiss shall be made to the presiding Judge in the jurisdiction where the case is pending.

Section 5.03 Unresponsive or Unresolved Third-Party Claimant Disputes

In the event that a Program Participant and her Counsel have unresponsive or unresolved Potential Third-Party Claimants, after documenting good faith efforts to resolve any such claims, the Claims Administrator may forward the matter to the Special Master for handling. The Special Master will then (a) review the efforts of Program Participant and her counsel, and (b) recommend to the MDL

Court or the New Jersey Coordinated Court that a show-cause order should be issued regarding the disputed interests, disbursement of the Settlement Funds, or any other relief as the Special Master deems appropriate.

Section 5.04 Appeals to the Special Master from Claims Administrator Determinations

- (A) The Special Master shall hear appeals as from decisions of the Claims Administrator pursuant to Section 4.03(F).
- (B) Appeals to the Special Master may be taken only from the Claims Administrator's decision after a request for reconsideration, not from the initial decision of the Claims Administrator. If a timely request for reconsideration is not made, no appeal may be brought.
- (C) Notice of any permitted appeal (each a "Notice of Appeal") must be sent to the Claims Administrator, on behalf of the Special Master, within fifteen (15) days from the date of the Claims Administrator's response to the request for reconsideration.
- (D) The Special Master's consideration of any such appeal shall be limited to the record evidence that was before the Claims Administrator.
- (E) The Special Master must render a decision within thirty (30) days of receipt of the appeal.
- (F) The decision of the Special Master shall itself be final, binding and non-appealable (*i.e.*, it shall not be subject to further appeal, either within the Program or to any court or arbitrator). If a Program Participant fails to timely request reconsideration or to meet the Notice of Appeal deadline set forth herein, as applicable, the Program Participant's right to appeal shall be extinguished and the Claims Administrator's decision shall be final, binding and non-appealable.

Section 5.05 Special Master's Costs

The Party requesting the Special Master to hear disputes pursuant to Section 5.03 shall be required to pay costs of the Special Master in hearing the dispute, which shall be fixed at \$300 per dispute. The Party appealing a decision of the Claims Administrator to the Special Master pursuant to Section 5.04 shall be required to pay the costs of the Special Master in considering the appeal, which costs shall be fixed in the amount of \$300 per appeal. With respect to all other motions, petitions, or appeals to the Special Master, in the event that the Special Master shall find that a motion, petition or appeal, or opposition thereto, is without good faith or foundation under the terms of this Agreement, the Party making such submission shall pay the costs of the Special Master for his consideration of such motion. In the absence of such a finding, the Special Master's costs shall be paid by Organon, pursuant to Section 6.04.

Section 5.06 Submissions to the Special Master

In any instance in which this Agreement provides for submission of any notice or materials to the Special Master, the submission shall be made to the Claims Administrator and the Claims Administrator shall provide such materials to the Special Master.

ARTICLE VI. FUNDING OBLIGATIONS

Section 6.01 Settlement Funds

- (A) Subject to the Walk Away Right, as set forth in Article X, Organon shall deposit funds in the amount of \$100,000,000 (the “Settlement Funds”) into the Qualified Settlement Fund (also referred to herein as the “QSF”) within thirty (30) days following the Effective Date of this Agreement.
- (B) The NPC agree that the amount of the Settlement Funds is fair and reasonable under the circumstances. The Settlement Funds shall be paid by Organon.
- (C) The NPC, together with the QSF Administrator, are responsible for appropriately distributing the entirety of the Settlement Funds. Defendants and their counsel shall have no role, involvement in, or responsibility for allocating the Settlement Funds among Claimants, their counsel, any lienholders, the Special Master, the Claims Administrator, or any other third parties.
- (D) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, in no event shall Organon have any obligation to make payment of the Settlement Funds into the Qualified Settlement Fund unless and until (i) the Qualified Settlement Fund shall have been duly approved by the MDL Court, and (ii) the Effective Date shall have occurred.
- (E) Any term of this Agreement, or of the Qualified Settlement Fund Agreement, to the contrary notwithstanding, neither the NPC, the Program Participants, the Special Master, the Claims Administrator, the QSF Administrator, nor any other Person is entitled under this Agreement or the Qualified Settlement Fund Agreement to collect any amount from any of the Defendants or any other Released Persons other than from Organon pursuant to Organon’s express obligations to make payments into the Qualified Settlement Fund, to pay Administrative Expenses, and to pay any expenses relating to motions, appeals, or audit(s), as dictated by this Agreement. For the avoidance of doubt, neither Organon nor any other Released Persons shall have any obligation to pay (or to make any payment on account of), or reimburse, any Persons for any attorneys’ fees or costs or expenses incurred by any Claimant in connection with the

Program. Released Persons also shall have no responsibility for the management of the Qualified Settlement Fund or any Liability to any Persons arising from the handling of Claim Packages by the Claims Administrator.

Section 6.02 Qualified Settlement Fund

- (A) In accordance with the terms of this Agreement, the Settlement Funds shall be deposited into the Qualified Settlement Fund and shall remain the property of the Qualified Settlement Fund. The Settlement Funds within the Qualified Settlement Fund will be held in a fiduciary capacity. The Qualified Settlement Fund shall comply with the Treasury Regulations Section 1.468B-1 *et seq.* regarding taxation and tax reporting obligations. The Qualified Settlement Fund shall be deemed to be in the custody of the MDL Court. The Qualified Settlement Fund shall remain subject to the jurisdiction of the MDL Court until such Settlement Funds are distributed in their entirety or upon further order of the MDL Court.
- (B) Organon and NPC wish to have the Qualified Settlement Fund maintained in as secure a manner as possible so that the Settlement Funds will be available to be paid to those who qualify for a Settlement Payment under the Program. The NPC will select a financial institution within seven (7) days of the Execution Date, and Organon and the NPC agree that this designated financial institution shall hold the Settlement Funds. Organon and NPC will consult as to the form of prudent investment vehicles to be used for investment of the funds. Once a tentative decision as to the form of investment has been made, Organon and NPC shall jointly move the MDL Court for approval of the Qualified Settlement Fund.
- (C) NPC is solely responsible for securing the QSF Administrator's execution and delivery of the Qualified Settlement Fund Agreement and such Person's consent to the jurisdiction of the MDL Court, acknowledging that the chosen financial institution and the QSF Administrator alone have the obligation to manage the Settlement Funds. Monthly reports shall be made to the MDL Court of the interest earned, distributions made, and other matters involving the status of administration. Its management shall thereafter be subject to review by the MDL Court.
- (D) Organon shall in no way be responsible for the expenses of the QSF Administrator or the administration of the Qualified Settlement Fund. Organon shall in no way be associated with the administration of the Qualified Settlement Fund or be liable in respect of any dispute between or among any Program Participants and their respective counsel in respect of any costs, expenses, legal fees, or litigation costs to be deducted from the Qualified Settlement Fund.

Section 6.03 Tax Treatment of the Qualified Settlement Fund

- (A) Treatment. To the fullest extent allowable under applicable law, the Qualified Settlement Fund shall be treated as being at all times a “qualified settlement fund” within the meaning of Treasury Regulation §1.468B-1. The QSF Administrator and, as required, NPC and Organon, shall timely make such elections as are necessary or advisable to carry out the provisions of this Section, including the “relation-back election” as defined in Treasury Regulation §1.468B-1, back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the sole responsibility of the QSF Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- (B) Tax Returns. For the purpose of Section 468B of the Internal Revenue Code, the “administrator” shall be the QSF Administrator. The QSF Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Qualified Settlement Fund and the amounts held in the Qualified Settlement Fund including the returns described in Treasury Regulation §1.468B-2(k)(l). Such returns (as well as the election described in Section 468B) shall be consistent with Section 468B and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income earned by the Qualified Settlement Fund shall be paid exclusively out of the Qualified Settlement Fund, in accordance with Section 468B.
- (C) Taxes and Tax Expenses. All (i) federal, state, or local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the Qualified Settlement Fund, including any taxes, interest penalties, or tax detriments, that may be imposed upon Defendants with respect to any income earned on or by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund (or any portion thereof) does not qualify as a “qualified settlement fund” for federal or state income tax purposes (hereafter referred to as “Taxes”), and (ii) expenses and costs incurred in connection with the administration of tax matters for the Qualified Settlement Fund and the operation and implementation of this Section (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section) (hereinafter referred to as “Tax Expenses”), shall be paid exclusively out of the Qualified Settlement Fund. The QSF Administrator shall notify NPC and Organon in writing of the fact and amount of any such payment of Taxes or Tax Expenses out of the Qualified Settlement Fund (and any withholding pursuant to this Section).

- (D) Cooperation. NPC and Organon hereto agree to cooperate with the QSF Administrator, Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

Section 6.04 Claims Administration Expenses

- (A) The fees and expenses incurred by the Claims Administrator or the Special Master in administering the Program (the “Administrative Expenses”) shall be paid by Organon, except as otherwise set forth in Section 5.05, Section 4.04, and Section 4.06. Any invoice for the Claims Administrator’s or Special Master’s fees and costs shall be submitted to Organon.
- (B) Within ten (10) Business Days after the end of each full calendar month following the Execution Date, the Claims Administrator shall submit to Organon, in such form and in such detail as Organon reasonably from time to time may specify, a report (each an “Expenses Report”), itemizing and certifying a list of all Administrative Expenses incurred during such calendar month.

ARTICLE VII. DISMISSALS, DISCLAIMERS, AND RELEASES

Section 7.01 Dismissals

- (A) Following the payment by Organon of the Settlement Funds into the Qualified Settlement Fund, the Defendants are entitled to dismissal with prejudice of the Claims of all MDL Claimants, NJ Coordinated Proceeding Claimants, Other Federal Court Claimants and Other State Court Claimants that opt in to the Program, and Organon may file with the relevant court the Stipulation of Dismissal submitted with the Claim Packages of each Program Participant in accordance with the following:
 1. For Program Participants who are sent a Notice of Rejection by the Claims Administrator pursuant to Section 3.05(F) due to uncured Claim Package deficiencies, Organon may file the Stipulation of Dismissal provided by that Program Participant with the relevant court at any time following the fifteenth (15th) day after the issuance of Notice of Rejection, or following the Claims Administrator’s resolution of any requests for reconsideration thereto under Section 4.03(F). If such Program Participant undertakes an appeal to the Special Master of the Claims Administrator’s reconsideration decision pursuant to Section 5.04, Organon may file the Stipulation of Dismissal at any time following the Special Master’s determination on appeal, provided

that, if the Claims Administrator or Special Master on reconsideration or appeal, as applicable, determines that such Program Participant has an Eligible Claim that may be submitted to the PCRC for consideration, Organon shall follow the procedures set forth in subparagraphs 2 or 3 below, as applicable.

2. For Program Participants who are determined by the Claims Administrator to have Eligible Claims and whose Claims are submitted to the PCRC pursuant to Sections 3.05(B) and 3.06, but who are determined by the PCRC not to be entitled to any compensation under the Program, Organon may file the Stipulation of Dismissal at any time after the Program Participant is so notified.
3. For Program Participants who are determined by the Claims Administrator to have Eligible Claims, whose Claims are submitted to the PCRC pursuant to Sections 3.05(B) and 3.06, and who are allocated a Settlement Payment by the PCRC, Organon may file the Stipulation of Dismissal at any time following the payment of a Settlement Award to that Program Participant from the Qualified Settlement Fund.

(B) If there is an uncured deficiency relating to the Stipulation of Dismissal, Organon is entitled to move to dismiss the Program Participant's case with prejudice following the Cure Deadline, pursuant to Section 3.05.

Section 7.02 Disclaimers

Program Participants, their counsel, Organon and the NPC are bound by decisions made by the Special Master and the Claims Administrator, and Program Participants and their counsel are bound by decisions made by the PCRC, including ones with which they may disagree. This eventuality is part of the Program and is accepted by Program Participants, subject to the limited right of appeal set forth in Sections 4.03(F) and 5.04.

Section 7.03 Releases

In summary and as fully reflected in the Releases, as consideration for Organon's agreement to deposit the Settlement Funds pursuant to section 6.01 above, Program Participants, individually and for their heirs, beneficiaries, agents, estate, executors, administrators, personal representatives, successors and assigns, release and forever discharge the Released Persons from all Settled Claims, and further agree and covenant not to sue Released Persons for any Settled Claims. Without limitation, Organon shall be free to file or cause to be filed the Releases in any relevant action or proceeding under the same circumstances governing the timing for the filing of the Stipulations of Dismissal, as set forth in Section 7.01 above.

Section 7.04 Unknown Facts

Program Participants shall agree, and by executing the Releases do agree, that the Releases are intended to and do 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, unless specific claims are retained in writing in any individual Release, as separately agreed to by Organon. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may hereafter discover facts different from, or in addition to, those which they now know to be, or believe to be, true with respect to their alleged injuries, losses and claims. Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they may learn of additional facts as those facts relate to NuvaRing and the Released Persons' activities as those facts relate to NuvaRing. Program Participants shall agree, and by executing the Releases do agree, that the Releases, and the specific releases contained therein, shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof. Program Participants shall, and by executing the Releases do, expressly waive any and all rights they 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 Program Participants do not know or suspect to exist in their favor at the time of the Releases. Specifically, Program Participants shall acknowledge, and by executing the Releases do acknowledge, that they have been advised by their attorneys concerning, and are familiar with, the California Civil Code Section 1542, and Program Participants shall, and by executing the Releases do, expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

ARTICLE VIII. COURT APPROVAL AND OTHER DOCUMENTATION

Section 8.01 Survival and Wrongful Death Claims

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a decedent or others authorized under applicable state law to advance survival or wrongful death claims. Program Participants' counsel will assume responsibility for all necessary filings relating to notice and approval of the settlement and the Program Participants will be responsible for all associated costs and expenses.

Section 8.02 Claims Involving Minors

If required by applicable state law, a Program Participant's counsel or a Person authorized by a Program Participant's counsel will seek court approval of the settlement of the case brought on behalf of a minor. Program Participants' counsel will assume responsibility for all necessary probate and guardianship

filings, all filings relating to court approval of settlement, and all issues or rulings arising therefrom or related thereto.

Section 8.03 Other Documents

Organon, Program Participants, and their counsel if represented, agree to cooperate in acquiring or executing any other documents necessary to finalize an individual Program Participant's settlement.

ARTICLE IX. LIENS

Section 9.01 Medical Bills, Liens, and Other Potential Rights for Reimbursement

(A) Responsibility for Identification, Notification, and Satisfaction of Insurer, Healthcare Provider or other Liens, Claims, Subrogated Rights or Obligations.

- (1) Each Program Participant agrees that it is Program Participant'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"). Each Program Participant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Potential Third-Party Claimants.
- (2) Each Program Participant 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.
- (3) Each Program Participant 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.
- (4) Each Program Participant 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, which is required as part of the Claim Package. The terms and conditions set forth in Section 3.05 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) in the event the Claims Administrator

determines deficiencies exist regarding the Identification of Potential Third-Party Claimants.

- (5) If the Claims Administrator or Organon is or becomes aware of Potential Third-Party Claimants, it may provide notice of those to Program Participants and their counsel by submitting the Notice of Potential Third-Party Claimants, contained in Appendix H-2. Upon receipt of a completed Appendix H-2, Program Participants and their 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.
- (6) In the event that Program Participants and their counsel have unresponsive or unwilling Potential Third-Party Claimants, they shall complete the Notice of Third-Party Claimant Dispute, contained in Appendix H-3, 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.
- (7) Each Program Participant 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, as a condition precedent for any payment from the Qualified Settlement Fund.
- (8) A Program Participant who fails to meet the requirements of this Section 9.01(A) 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 9.01(A) is a **CONDITION PRECEDENT** to the distribution of any Settlement Payment from the Qualified Settlement Fund to the Program Participant. 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, but is only a **CONDITION PRECEDENT** to the distribution of any Program Participant's Settlement Payment from the Qualified Settlement Fund to the Program Participant.

(B) Procedure Regarding Payments by Governmental Payors.

With respect to potential payments made on a Program Participant'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 the Program Participant, each Program Participant and her counsel agree as follows:

- (1) **Identification of Governmental Payors.** Each Program Participant 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 such Program Participant in any way related to such Program Participant's alleged use of NuvaRing from the time the Program Participant alleges she first suffered injury from the alleged use of NuvaRing through the Execution Date. Each Program Participant and her counsel represent and warrant that they will use best efforts and reasonable diligence to identify such Governmental Payors.
- (2) **Mandatory reporting obligations under MMSEA and State Medicaid Programs.**
 - (a) **Medicare:** Each Program Participant 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 Program Participant 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.
 - (b) **Medicaid and other Governmental Payors:** Program Participants and their counsel further shall provide Organon with any information necessary for Organon to meet any mandatory reporting requirements specific to each state's Medicaid or other governmental agency reporting and reimbursement laws and regulations. Any Program Participant 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.

- (3) **Notice of Settlement.** Each Program Participant 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 9.01(B)(1) that a claim related to the Program Participant'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 such Program Participant's alleged use of NuvaRing and the claimed amount of any such interest.
- (4) **Satisfaction of Governmental Payors' Interests.** Each Program Participant and her counsel shall provide to Organon written documentation demonstrating that each Governmental Payor identified pursuant to Section 9.01(B)(1) either:
 - (a) holds no interest, including any Liens, in the Settlement Payment;
 - (b) expressly releases any and all entities from any liability whatsoever for any interest, including any Liens, in the Settlement Payment;
 - (c) agrees any interest, including any Liens, in the Settlement Payment has been finally and completely satisfied; or
 - (d) has reached a binding agreement with the Program Participant 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.
- (5) 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 but is only a CONDITION PRECEDENT to the distribution of the Program Participant's Settlement Payment from the Qualified Settlement Fund to the Program Participant.

Section 9.02 Attorney Liens

Each Program Participant shall represent and warrant that all liens referenced in Section 9.01 and all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of representation of such Program Participant by any attorney in relation to such Program Participant's alleged use of NuvaRing have been paid or will be paid out of the Settlement Payment and are the Program

Participant'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 Program Participant's alleged use of NuvaRing will be satisfied by such Program Participant. Each Program Participant will indemnify, repay and hold the Released Persons harmless from any and all such claims.

ARTICLE X. TERMINATION RIGHT

Section 10.01 NPC Efforts

NPC will use their best efforts to achieve sufficient participation to meet the participation benchmarks necessary to effectuate the Program.

Section 10.02 Walk Away Right

- (A) Organon shall have the option, in its sole discretion, to terminate the Program and this Agreement if, but only if, certain thresholds of participation ("Required Participation Thresholds") in the Settlement Program are not met, as set forth in Paragraph (B) below (the "Walk Away Right").
- (B) Organon's Walk Away Right may be overcome only if each of the following Required Participation Thresholds is satisfied by the Program Participants:
- (1) **Overall Participation:** No less than ninety-five percent (95%) participation of all Eligible Enrollees regardless of Alleged Injury;
 - (2) **VTE:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with a VTE Alleged Injury;
 - (3) **ATE:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with an ATE Alleged Injury;
 - (4) **Wrongful Death:** No less than ninety-five percent (95%) participation of all Eligible Enrollees alleging wrongful death as an Alleged Injury;
 - (5) **Post-June 1, 2012 Injuries:** No less than ninety-five percent (95%) participation of all Eligible Enrollees with an Alleged Injury occurring after June 1, 2012; and
 - (6) **Timely Claims:** No less than ninety-five percent (95%) participation of all Eligible Enrollees who allege Claims that are "Timely Claims". For purposes of this section, Timely Claims shall include those for which the time elapsed

between the date of the Alleged Injury and the date of the filing of the Complaint or the date of the Notice of Intent to Opt In Form for Unfiled Claims is less than or equal to the length of time (statutory limitations period) specified in Appendix J hereto for the state where the applicable NuvaRing user resided at the time of the Alleged Injury.

- (C) For purposes of determining whether each of the foregoing Required Participation Thresholds have been met:
- (1) The denominator for each respective category set forth in Paragraph (B)(1)-(6) above will include all Eligible Enrollees in each such category with cases pending as of the Execution Date in the MDL, the New Jersey Coordinated Proceedings, any Other Federal Court Proceedings, and any Other State Court Proceedings, as well as any additional unfiled claims as identified in the Case Census, as well as all Eligible Enrollees who assert unfiled claims as Qualifying Unfiled Claimants in this Program that were not included in the Case Census. The denominator for the Overall Participation category set forth in Paragraph (B)(1) above shall be the sum of 3,813 plus all Eligible Enrollees who assert and opt in their unfiled claims as Qualifying Unfiled Claimants in this Program that were not included in the Case Census. This number will be adjusted to accurately remove any duplicates and add any missing claims due to mistake or calculation error.
 - (2) The numerator for each respective category set forth in Paragraph (B)(1)-(6) above will include all Eligible Enrollees in each such category who are Program Participants.
- (D) The Claims Administrator shall make the initial determination as to which Eligible Enrollees and Program Participants are included in each of the categories set forth in Paragraphs (B)(2)-(6) above. Such determination shall be made within twenty (20) days following the last Opt In Deadline or Notification Deadline attributable to any Eligible Enrollee. To determine the Alleged Injury and date of Alleged Injury for purposes of assigning categories under this Section for each Program Participant, the Claims Administrator shall refer first to the Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims submitted by each Program Participant. To determine the Alleged Injury and date of Alleged Injury for purposes of assigning categories under this Section for each Eligible Enrollee who is not a Program Participant, the Claims Administrator shall refer first to the Plaintiff Fact Sheet submitted for each Eligible Enrollee. If there is no Plaintiff Fact

Sheet submitted for any Eligible Enrollee, the Claims Administrator shall determine the Alleged Injury and date of Alleged Injury based on the information provided for that individual in the Case Census. If there is any uncertainty regarding the Alleged Injury and/or date of Alleged Injury for any Program Participant or Eligible Enrollee, the Claims Administrator may confirm the Alleged Injury and date of Alleged Injury by examining those individuals' medical records, Complaints, Plaintiff Fact Sheets, and/or any other additional available information. If there is any dispute among the Parties regarding the Eligible Enrollees and Program Participants to be included in each of the categories set forth in Paragraphs (B)(2)-(6) above, the Parties shall first seek to reach agreement. If no agreement is reached between the Parties, either Party may appeal the Claims Administrator's determination under this paragraph to the Hon. Brian R. Martinotti within five (5) days following the Claims Administrator's determination under this Paragraph, with such appeal to be resolved by Judge Martinotti within five (5) days.

- (E) Organon may exercise the Walk Away Right, if available, on or before 11:59 p.m. C.T. on the forty-fifth (45th) day following the last Opt In Deadline or Notification Deadline attributable to any Eligible Enrollee, subject to Section 13.01(B). Organon shall exercise its Walk Away Right by filing notice through the MDL Court's Electronic Case Filing System. Organon also shall provide written notice of its exercise of the Walk Away Right, as applicable, to the state court judge presiding over the New Jersey Coordinated Proceedings, with a copy to state-court liaison counsel. The date on which Organon's Walk Away Right expires without previously having been exercised, or any previous date agreed upon by Organon and the NPC, shall be the "Effective Date."

Section 10.03 Consequences of Exercise of Walk Away Right

- (A) Upon exercising the Walk Away Right, the Program shall immediately terminate and this Agreement becomes null and void, Organon shall not be obligated to deposit any Settlement Funds into the Qualified Settlement Fund, and all Releases and Stipulations of Dismissal or Motions to Dismiss shall promptly be returned to NPC, the Program Participant's counsel, or the *pro se* Program Participant, as appropriate. Organon shall be responsible for payment of any Administrative Expenses incurred through the termination date.
- (B) In the event that Organon exercises the Walk Away Right, the Statute of Limitations applicable to any Qualifying Unfiled Program Participant shall be deemed to have been tolled from the time of her submission of the Notice of Intent to Opt In Form For Unfiled Claims until a period expiring sixty (60) days after Organon files its Walk Away Right notice with the MDL Court's Electronic Filing System. Nothing in this provision shall be interpreted to revive or render legally viable a Claim that was time-barred

under applicable law prior to the submission of the Notice of Intent to Opt In Form For Unfiled Claims as to any Program Participant.

ARTICLE XI. WARRANTY OF CAPACITY TO ENTER INTO THE AGREEMENT

Section 11.01 NPC

Each Person duly appointed to and comprising NPC represents and warrants that such Person has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by such Person of the actions contemplated hereby will be, upon delivery, duly and validly executed and delivered by such Person and will constitute its legal, valid, and binding obligation.

Section 11.02 Organon

Organon represents and warrants that it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation by it of the actions contemplated hereby will be, upon delivery, duly and validly executed and delivered by Organon and will constitute its legal, valid, and binding obligation.

Section 11.03 Additional Agreement and Acknowledgements of Program Participants

(A) Each Program Participant, on her own behalf and on behalf of her heirs, beneficiaries, agents, estates, executors, administrators, personal representatives, successors and assigns, shall be deemed to have agreed, and by executing the Release does agree, to resolve her Claims with Defendants and to have granted her counsel the authority to resolve her Claims with Defendants in accordance with the terms of this Agreement. Each Program Participant further represents and warrants that she has the sole right and exclusive authority to enter into this Agreement and to submit a Claim Package under it; that neither her Claim nor any of the claims, demands or obligations referred to in this Agreement have been sold, assigned, subrogated, transferred, or otherwise disposed of by her; and that she is the sole Person who may have a potential cause of action against Defendants relative to her Claim. Each Program Participant shall further represent and warrant, and by executing the Release does represent and warrant, that no other Person or entity has any right, title or interest in her Claim, any of the demands, obligations, or causes of action referred to in this Agreement, or any Settlement Payment to her, and that there are no other Liens (except as may be disclosed in accordance with Article IX herein) other than the actual or potential attorneys liens of the Program Participant's counsel to the extent such attorneys liens have been perfected. Private funding agreements are not Liens under this

Agreement, and are not the responsibility of Organon. To the extent any Program Participant has received any funding or other consideration from any third party, including any private litigation funding, such Program Participant shall represent and warrant, and by executing the Release does represent and warrant, that such third party has no Lien or other claim that can be asserted against any of the Released Parties or the Qualified Settlement Fund or any portion thereof. Each Program Participant shall agree, and by executing the Release does agree, that she will indicate on his or her Claim Form whether a bankruptcy action is currently pending in which he or she is seeking bankruptcy protection.

- (B) Each Program Participant, by participating in the Program as provided for herein, and her counsel acknowledge and agree that they are contractually bound by the terms of this Agreement.
- (C) Each Program Participant, by participating in the Program as provided herein, and her counsel, acknowledge and agree that they are waiving all rights to pursue their claims in court, and any further claims, appeals, or objections shall be resolved by the Special Master as set forth herein, and such decisions shall be final and binding upon each Program Participant and her counsel. Further, each Program Participant, by opting into participation in the Program, acknowledges and agrees to this method of alternative dispute resolution.

ARTICLE XII. INTENTIONALLY OMITTED

ARTICLE XIII. MISCELLANEOUS

Section 13.01 Notice

- (A) Any notice, request, instruction or other document to be delivered pursuant to this Agreement shall be sent to the appropriate Party as follows, or as otherwise instructed, by a notice delivered to the other Party pursuant to this Section 13.01(A). Notice may be provided by (i) United States mail, return receipt requested; (ii) to the extent specified hereunder, electronic mail; (iii) facsimile, with a confirming copy sent within one day by regular United States Mail; (iv) prepaid courier; (v) Federal Express; or (vi) personal delivery:
 - (1) If to Organon:

Melissa A. Geist
Reed Smith LLP
136 Main Street, Suite 250
Princeton Forrestal Village
Princeton, NJ 08540
mgeist@reedsmith.com
Phone: 609-514-5978

-and-

Stephen G. Strauss
Bryan Cave LLP
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, MO 63102-2750
sgstrauss@bryancave.com
Phone: 314-259-2444

- (2) If to any Program Participant represented by counsel:

To such Program Participant's counsel as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to the first-listed counsel for such Program Participant, listed on such Program Participant's Complaint, or if such Program Participant has not filed a Complaint, then to the first-listed counsel for such Program Participant, listed on such Program Participant's Notice of Intent to Opt In Form for Filed Claims or Notice of Intent to Opt In Form for Unfiled Claims.

- (3) If to NPC:

Kristine K. Kraft
Schlichter Bogard & Denton, LLP
100 South Fourth Street, Suite 900
St. Louis, MO 63102
Phone: (314) 621-6115
Fax: (314) 621-7151
kkraft@uselaws.com

- (4) If to a Program Participant who is not represented by counsel:

To such Program Participant's address as reflected on such Program Participant's Claim Form, or, if such Program Participant has not provided a Claim Form with the necessary contact information, then to such Program Participant's address as reflected on such Program Participant's Complaint, or if such

Program Participant has not filed a Complaint, then to such Program Participant's address as reflected on such Program Participant's Notice of Intent to Opt In Form for Filed Claims.

- (B) If the date or deadline for any notice, request, instruction or other document to be delivered or given pursuant to this Agreement falls on a day that is not a Business Day, such notice, request, instruction or other document shall be deemed due under this Agreement on the next following Business Day.
- (C) Any notice, request, instruction or other document to be given by any Party or any Claims Administrator to any Program Participant or her counsel hereunder, shall be in writing and delivered in accordance with the terms of Section 13.01(A), and such Party or Claims Administrator may rely on the contact information last provided by the Program Participant or her counsel to such party or Claims Administrator, as applicable, and no party nor any Claims Administrator shall have any obligation to (but in its sole and absolute discretion may) take other steps to locate Program Participants or counsel as to whom notices, requests, instructions or other documents have been returned as undelivered or undeliverable. Each Program Participant and (if applicable) her counsel shall have the responsibility to keep the Claims Administrator informed of the correct contact information for both such Program Participant and such counsel.
- (D) Any such notice, request, instruction or other document shall be deemed to have been given as of the date so transmitted by facsimile or electronic mail, on the next Business Day when sent by Federal Express, or five Business Days after the date so mailed, provided that if any such date on which any such notice or other communication shall be deemed to have been given is not a Business Day, then such notice or other communication shall be deemed to have been given as of the next following Business Day and, provided, further, that delivery otherwise shall be deemed to occur upon tender and rejection by the intended recipient.

Section 13.02 Governing Law

The provisions of this Agreement, appendices, and the individual Releases shall be interpreted in accordance with, and governed by, the laws of the State of New Jersey (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the State of New Jersey or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction. The Parties irrevocably submit to the jurisdiction of the Special Master and the MDL Court (or New Jersey Coordinated Court or the state court where the case is pending should the MDL Court lack subject matter jurisdiction) for any suit, action,

proceeding, or dispute arising out of or relating to the Program, the applicability or enforceability of the Program, or any document relating to the Program, including the Agreement, any of its Appendices, or the individual Releases.

Section 13.03 Waiver of Inconsistent Provisions of Law; Severability

- (A) 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 Agreement invalid, illegal or unenforceable in any respect.
- (B) Any provision of this Agreement 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, NPC and Organon shall negotiate in good faith to modify this Agreement so as to effect the original intent of NPC and Organon as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 13.03(B) is intended to, or shall, limit (1) Section 13.03(A) or (2) the intended effect of Section 13.02.

Section 13.04 Good Faith Negotiations

NPC and Organon each acknowledge that: the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each such executing Party's own free will; each such executing Party knows all of the relevant facts and its rights in connection therewith; and such Party affirms that it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any other Party or employee, agent, attorney or representative of any other Party. The Parties hereby acknowledge that they entered into this Agreement to compromise permanently and settle the claims between any Program Participant, on the one hand, and the Released Persons, on the other hand, settled by the execution of this Agreement and the Program Participant's individual Release.

Section 13.05 Construction

- (A) With regard to each and every term and condition of this Agreement, the Agreement has been negotiated, prepared and drafted by NPC and counsel for Organon, and if at any time any Party desires or is required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which Party hereto, or its counsel, actually prepared, drafted or requested any term or condition hereof.
- (B) The headings of the Sections, paragraphs and subsections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to an Appendix shall be deemed to refer to the applicable Appendix attached hereto. The words “include” and “including” and words of similar import when used in this Agreement or any Appendix hereto are not limiting and shall be construed to be followed by the words “without limitation,” whether or not they are in fact followed by such words. The definitions contained in this Agreement or any Appendix attached hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Appendix hereto, the term “dollars” and the symbol “\$”, shall mean United States dollars. References herein to instruments or documents being submitted “by” any Person include (whether or not so specified) submission of the same on behalf of such Person by her counsel whether or not so specified, provided that if any particular instrument or document is required herein to be executed by a particular Person, it must (unless otherwise expressly specified herein) be so executed by such Person. References herein to any particular Section (such as, for example, Section 13.01) shall be deemed to refer to all sub-Sections of such Section (such as, for example, Section 13.01(A), 13.01(B), etc.), all sub-sub-Sections of such sub-Sections, and so on; the corresponding principle applies to all references herein to any particular sub-Section, sub-sub-Section and so on. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole (together with any Appendices attached hereto) and not to any particular subdivision unless expressly so limited or the context requires otherwise. Any reference herein to this Agreement shall be deemed to include this Agreement as it may be modified, varied, amended or supplemented from time to time.

Section 13.06 No Third Party Beneficiaries; Assignment

- (A) No provision of this Agreement or any Appendix attached hereto is intended to create any third-party beneficiary hereto or thereto except as expressly set forth herein or therein. For the avoidance of doubt, nothing

in this Section 13.06 limits or modifies the third-party beneficiary provisions of any Claim Form, Release or Stipulation of Dismissal. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of NPC or any Program Participant who becomes a Party hereto without the prior written consent of Organon. Any assignment in violation of this Section 13.06(A) shall be null and void ab initio.

- (B) No Program Participant shall have any right to institute any proceeding, judicial or otherwise, against any of Released Persons (including Organon), any Special Master, or any Claims Administrator to enforce, or otherwise with respect to, this Agreement.

Section 13.07 Further Assurances

From time to time following the Execution Date, (i) each Party shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by any other Party, and otherwise reasonably cooperate with each other Party in a manner consistent with the terms of this Agreement as reasonably requested by each such other Party, and (ii) each Program Participant and her counsel, if any, shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by Organon or by NPC, and otherwise reasonably cooperate with Organon and NPC in a manner consistent with the terms of this Agreement as reasonably requested by Organon or NPC, in the case of each of (i) and (ii) as may be reasonably necessary in order further to effectuate the intent and purposes of this Agreement and to carry out the terms hereof. To the extent such actions shall be made by counsel, such actions shall be consistent with their duties to their clients who are parties to this Agreement.

Section 13.08 Specific Performance

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

Section 13.09 Entire Agreement

This Agreement, including the appendices hereto, constitutes the complete and entire agreement of the Parties with respect to the subject matter hereof. This Agreement and the appendices hereto 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 Agreement and the appendices hereto are intended to be discharged and nullified. In any dispute involving the Agreement or the exhibits hereto, no signatory shall introduce evidence of or seek to compel testimony concerning any oral or written communication made prior to the Effective Date with respect to the negotiation and preparation of the Agreement. Any change, modification, deletion or addition to this Agreement, including the appendices hereto, must be agreed to by all Parties and in writing and executed with the same formalities as this Agreement.

Section 13.10 Counterparts; Facsimile Signature

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Agreement and any amendments hereto, 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.

Section 13.11 Recitals

All recitals are incorporated herein as material provisions of this Agreement.

ARTICLE XIV. DEFINED TERMS

“Administrative Expenses” has the meaning ascribed thereto in Section 6.04.

“Agreement” or “Master Settlement Agreement” means this Master Settlement Agreement, including any and all Exhibits, Appendices, and Schedules attached hereto, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Alleged Injury” means an injury alleged by a Claimant to have been caused by NuvaRing as set forth in a Complaint, Plaintiff Fact Sheet, Notice of Intent to Opt In Form for Filed Claims, Notice of Intent to Opt In Form for Unfiled Claims or Case Census.

“ATE” means arterial thromboembolism, including but not limited to myocardial infarction and stroke (stroke refers to any kind of stroke or cerebrovascular injury whether arterial, venous, or hemorrhagic in nature or origin).

“Authorization to Release Records and Other Information” means the Form contained in Appendix E-2 that must be submitted as part of the Claim Package.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banking institutions in New York City, New York, are authorized or obligated by law or executive order to remain closed.

“Case Census” means the report, and any updates thereto, by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to NuvaRing produced pursuant to the Case Census Orders.

“Case Census Orders” means the Case Management Orders entered by the MDL Court and the New Jersey Coordinated Court on October 18, 2013 and January 29, 2014, requiring the registration by Plaintiffs’ counsel of all filed and unfiled personal injury claims relating to NuvaRing.

“Claimants” includes MDL Claimants, New Jersey Coordinated Claimants, Other Federal Court Claimants, Other State Court Claimants and Qualifying Unfiled Claimants who allege a Claim.

“Claim” and “Claims”, as the context may require, means any actions, disputes, and claims asserted against Defendants that constitute: (i) part of the MDL; (ii) part of any Other Federal Court Proceeding; (iii) part of the New Jersey Coordinated Proceedings; or (iv) part of any Other State Court Proceeding, in each case asserting an Alleged Injury resulting from the use of NuvaRing, as well as (v) claims asserted against Defendants by Qualifying Unfiled Claimants in a Notice of Intent to Opt In Form for Unfiled Claims.

“Claims Administrator” means the Person appointed by Organon with the agreement of NPC to fulfill the functions of the “Claims Administrator,” as provided for in Article IV, (for so long as such Person or Persons continues to serve in such capacity).

“Claims Administrator Liaisons” has the meaning set forth in Section 4.02.

“Claim Form” means the Form contained in Appendix E-1 that must be submitted as part of the Claim Package.

“Claim Package” means a Program Participant’s request for compensation under the Program, which includes the required Supporting Documentation set forth in Section 3.02.

“Claim Package Deadline” has the meaning ascribed thereto in Section 3.01.

“CMO” means a Case Management Order entered by the MDL Court, the New Jersey Coordinated Court, a Federal Court or a State Court.

“CMS” has the meaning ascribed thereto in Section 9.01(B).

“Cure Deadline” has the meaning ascribed thereto in Section 3.05.

“Declaration of Counsel” means the form attached as Appendix D and referenced in Section 1.04.

“Defendants” means any and all defendants in any of the MDL cases, the Other Federal Court Proceedings, the New Jersey Coordinated Proceedings, or any Other State Court Proceedings.

“Derivative Claim” means a claim of a Person other than the Person who allegedly used NuvaRing, which claim derives from the Claim alleged by the Person who allegedly used NuvaRing.

“Effective Date” has the meaning ascribed thereto in Section 10.02.

“Eligible Enrollee” has the meaning ascribed thereto in Section 1.01.

“Eligible Claim” has the meaning set forth in Section 2.01.

“Execution Date” has the meaning ascribed thereto in the Preamble.

“Expenses Report” has the meaning ascribed thereto in Section 6.04.

“Federal Cases” means any Claims constituting part of the MDL or the Other Federal Court Proceedings (including any such Claim that has been removed from federal court and is awaiting transfer to the MDL Court) that have been filed as of the Execution Date.

“Federal Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Final Enrollment Status” has the meaning ascribed thereto in Section 1.05.

“Governmental Payors” has the meaning ascribed thereto in Section 9.01.

“Implementing CMO” has the meaning ascribed thereto in Section 1.03.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Liability or Liabilities” means any and all debts, liabilities, covenants, promises, contracts, agreements and/or obligations of whatever kind, nature, description or basis, whether fixed, contingent or otherwise, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, or accrued or not accrued.

“Lien” means any lien, claim, mortgage, hypothecation, encumbrance, assignment, subrogation right, reimbursement claim, right of indemnity, right to payment, third-party interest or adverse claim of any nature whatsoever, pledge, security interests or charges of any kind, in each case whether statutory or otherwise, including any of the foregoing relating to medical treatment or lost wages, based on any legal expenses, bills, or costs that have been or may be asserted by any health care provider, insurer, governmental entity, employer, any other Person operating under contract with any of the previously mentioned entities, or any other Person.

“MDL” has the meaning ascribed thereto in Recital A.

“MDL Claimant” has the meaning ascribed thereto in Section 1.02.

“MDL Court” has the meaning ascribed thereto in Recital A.

“MDL Participant” means each Program Participant with a Claim pending in the MDL.

“MDL Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Medical Records” has the meaning ascribed thereto in Section 3.02.

“MMSEA” has the meaning ascribed thereto in Section 4.03(H).

“NPC” has the meaning ascribed thereto in the Preamble.

“New Jersey Coordinated Court” has the meaning ascribed thereto in Recital A.

“New Jersey Coordinated Claimant” has the meaning ascribed thereto in Section 1.02.

“New Jersey Coordinated Participant” means each Program Participant with a Claim pending in the New Jersey Coordinated Proceedings.

“New Jersey Coordinated Proceedings” has the meaning ascribed thereto in Recital A.

“New Jersey Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Non-Participating Private Payor” has the meaning ascribed thereto in Section 9.01.

“Notice” has the meaning ascribed thereto in Section 3.05.

“Notice of Appeal” has the meaning ascribed thereto in Section 5.04.

“Notice of Intent to Opt In Form for Filed Claims” has the meaning ascribed thereto in Section 1.02.

“Notice of Intent to Opt In Form for Unfiled Claims” has the meaning ascribed thereto in Section 1.04.

“Notice of Rejection” has the meaning ascribed thereto in Section 3.05.

“Notification Deadline” has the meaning ascribed thereto in Section 1.04.

“NuvaRing” means the combined hormonal contraceptive vaginal ring containing etonogestrel and ethinyl estradiol, initially approved in the United States in 2001.

“NuvaRing Resolution Program” has the meaning ascribed thereto in Recital B.

“Opt In Deadline” has the meaning ascribed thereto in Section 1.03.

“Organon” means Organon USA, Inc.

“Other Federal Court Claimant” has the meaning ascribed thereto in Section 1.02.

“Other Federal Court Participant” means each Program Participant with a claim pending in a Federal Case outside of the MDL as of the Execution Date.

“Other Federal Court Proceedings” has the meaning ascribed thereto in Recital A.

“Other State Court Claimant” has the meaning ascribed thereto in Section 1.02.

“Other State Court Participant” means a Program Participant with a Claim pending in a State Court other than the New Jersey Coordinated Proceedings at the time of the Execution Date.

“Other State Court Proceedings” has the meaning ascribed thereto in Recital A.

“Party” means, individually, and “Parties” means, collectively, NPC, Organon, Program Participants and their counsel.

“Person” means 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.

“Plaintiffs’ Claims Review Committee” or “PCRC” means the group of Plaintiffs’ counsel appointed for making allocations of Settlement Payments.

“Potential Third-Party Claimant” has the meaning ascribed thereto in Section 9.01(A)(1).

“Prescription Records” has the meaning ascribed thereto in Section 3.02.

“Program” has the meaning ascribed thereto in Recital B.

“Program Participant(s)” has the meaning ascribed thereto in Section 1.01.

“QSF Administrator” refers to the Person who will function as the Qualified Settlement Fund Administrator.

“Qualified Settlement Fund” or “QSF” means the settlement fund established pursuant to Section 6.02 in which Organon will deposit the Settlement Funds.

“Qualified Settlement Fund Agreement” means the agreement entered into between the NPC and an appropriate financial agreement establishing and governing the Qualified Settlement Fund.

“Qualifying Unfiled Claimant” has the meaning ascribed thereto in Section 1.04.

“Qualifying Unfiled Program Participant” means each Program Participant who is a Qualifying Unfiled Claimant.

“Release” means the form of release of claims attached hereto as Appendix F-1 or F-2, as applicable.

“Released Persons” means:

- a. Organon USA, Inc., Akzo Nobel N.V., Merck & Co., Inc., and/or other 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 any Claimant’s alleged use of NuvaRing, all health care providers who prescribed NuvaRing for any Claimant, all pharmacists and pharmacies who dispensed NuvaRing to any 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 any Claimant has asserted or could attempt to assert any claim, liability, or right to payment arising out of or related in any way to any 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 Defendants or other Released Persons in regard to any Claimant’s alleged use of NuvaRing and any Claimant’s asserted claims against the 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.

“Required Participation Thresholds” has the meaning ascribed thereto in Section 10.02.

“Settled Claims” means 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 any Claimant and Released Persons relating to such 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 a Claimant may attempt to assert against any attorney, law firm, or its employees as it relates to their representation of any Defendant and/or other Released Person in connection with this settlement or the defense of Merck 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 Claimants;
- e. Consumer fraud, refunds, unfair business practices, deceptive trade practices, unfair and deceptive acts and practices, fraudulent inducement, and other similar claims whether arising under statute, regulation, or judicial decision;
- f. Wrongful death and survival actions;
- 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.

“Settlement Funds” has the meaning ascribed thereto in Section 6.01.

“Settlement Payment” has the meaning ascribed thereto in Section 3.06.

“Settlement Payment Notice” has the meaning ascribed thereto in Section 3.06.

“Special Master” has the meaning ascribed thereto in Section 5.01.

“State Cases” means any Claims constituting part of the New Jersey Coordinated Proceedings or the Other State Court Proceedings that have been filed as of the Execution Date.

“State Stipulation of Dismissal” has the meaning ascribed thereto in Section 3.02.

“Stipulation of Dismissal” means, as the context may require, an MDL Stipulation of Dismissal, a New Jersey Stipulation of Dismissal, a Federal Stipulation of Dismissal, or a State Stipulation of Dismissal.

“Supporting Documentation” means any and all of the various documents and information required pursuant to Section 3.02 of the Agreement.

“Tax Expenses” has the meaning ascribed thereto in Section 6.03.

“Taxes” has the meaning ascribed thereto in Section 6.03.

“Timely Claims” has the meaning ascribed thereto in Section 10.02(B)(6).

“Unenrolled Claimant” has the meaning ascribed thereto in Section 1.05.

“United States” as used herein means the fifty states of the United States of America, the District of Columbia, Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, Guam and the U.S. Minor Outlying Islands. Any reference herein to a “state” shall be interpreted to refer to the states and territories as set forth in this definition.

“VTE” means a venous thromboembolism, including deep vein thrombosis and pulmonary embolism.


“Walk Away Right” has the meaning ascribed thereto in Section 10.02.

Article XV. APPENDICES

Appendix A	Notice of Intent to Opt In Form for Filed Claims
Appendix B	Implementing CMO
Appendix C	Notice of Intent to Opt In Form for Unfiled Claims
Appendix D	Declaration of Counsel
Appendix E-1	Claim Form
Appendix E-2	Authorization to Release Records and Other Information
Appendix F-1	Release
Appendix F-2	Release Pertaining to Action with Derivative Claims
Appendix G-1	MDL Stipulation of Dismissal
Appendix G-2	New Jersey Stipulation of Dismissal
Appendix H-1	Identification of Potential Third-Party Claimants
Appendix H-2	Notice of Potential Third-Party Claimants
Appendix H-3	Notice of Third-Party Claimant Dispute
Appendix H-4	Certification of Third-Party Claimant Resolution
Appendix I-1	Medicare/Medicaid Addendum and Release
Appendix I-2	Compliance Form
Appendix I-3	Medicare Confidential Reporting Information Form
Appendix I-4	Medicare Consent to Release
Appendix J	Chart of Time Limitations By State Or Territory

IN WITNESS WHEREOF, NPC and Organon have executed this Agreement effective as of the Execution Date.

Organon USA, Inc.



John Canan
President, Organon USA, Inc.

Feb 7 _____, 2014

Negotiating Plaintiffs' Counsel

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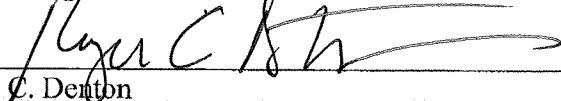
IN WITNESS WHEREOF, NPC and Organon have executed this Agreement effective as of the Execution Date.

Organon USA, Inc.

John Canan
President, Organon USA, Inc.

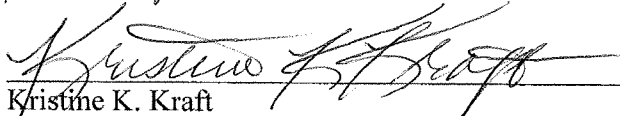
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Negotiating Plaintiffs' Counsel



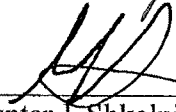
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February 7, 2014

Shayna Sacks
Notary Public - State of New York
No. 02SA6129100
Qualified in New York County
Commission Expires July 30, 2014