U.S. ASR HIP SETTLEMENT

MDL 2197

INSTRUCTIONS FOR COMPLETING THE RELEASE OF ALL CLAIMS

This is an official document from the Claims Processor for the U.S. ASR Hip Settlement Program ("Settlement Program"). To enroll in the 2015 Settlement, you must sign the attached Release of All Claims ("Release") and return it to us on or before **May 1, 2015**. Please read these instructions carefully.

1.	***General Instructions.*** Every Product User must submit a properly signed and notarized Release as part of the Enrollment Package, so include this Release along with the other required Enrollment Materials and send them at the same time. Follow the detailed instructions below to complete and submit the Release.
2.	***Release Recitals.*** You must confirm your full name as the Product User in paragraph 1 of the Release Recitals on page 1 of the Release. If your name is incorrect, you should go back to the ASR Portal, update your demographic information, and generate a new Release with the proper name. If you already signed the Release before a notary with the incorrect name in the Release Recitals, then you should strike through the incorrect data and make handwritten corrections for the name of the Product User and initial the changes. Contact the Claims Processor if you cannot regenerate a new Release through the ASR Portal.
3.	***Certification of Medicare Status.*** You must confirm your responses to the Medicare questions for both the Product User (paragraph 67) and the Spouse or Derivative Claimant (paragraph 68) that you answered during the Enrollment process. If the answers to these Medicare questions are incorrect, you need to modify these answers on the ASR Portal and generate a new Release or strike through the incorrect data and make handwritten corrections on the Release and initial the changes.
4.	***Required Signatures for Product Users.*** After reading and accepting the terms of this Release, on page 12, you must: (a) confirm your demographic information; (b) personally sign the Release with a handwritten signature before a notary public; and (c) have the notary public complete the Notarization section of the Release attesting to your signature. The name in the signature must match the printed name of the Product User/Releasing Party from paragraph 1 of the Release Recitals.
5.	***Required Signatures by Spouses of Product Users.*** If you currently are married, Section 4.1.3.2 of the Settlement Agreement requires that your spouse sign the Release. If applicable, on page 13, your spouse must: (a) confirm his/her demographic information; (b) personally sign the Release with a handwritten signature before a notary public; and (c) have the notary public complete the Notarization section of the Release attesting to his/her signature. The name in the signature block on page 13 must match the printed name of the Spouse. **Note**: If you are divorced, separated or estranged from your spouse but were married to him/her at any time from the date of your ASR Index Surgery through March 2, 2015, you must either: (1) obtain your spouse's signature on the Release; ***or*** (2) sign the Spousal Indemnity Agreement that can be found on the ASR Portal.

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ASR ID:
Last Name:
First Name:

6.	***Required Signatures and Documents for Legal Representatives.*** Any legal representative for a Product User must sign page 12 of the Release on behalf of the Product User. If you are signing as the personal representative, guardian, trustee or other authorized representative of a Product User, or if you are the bankruptcy Trustee for a Product User who is a party in an open bankruptcy proceeding, after reading and accepting the terms of this Release, on page 12, you must: (a) confirm the Product User's demographic information; (b) sign the Release with a handwritten signature before a notary public (sign like this in the Signature of Releasing Party Line: "*Your Name/Legal Representative Name*" on behalf of "*Product User Name*"); (c) print your name as the Legal Representative in the Printed Name line like this: "*Your Name/Legal Representative Name"* on behalf of *"Product User Name*"; and (d) have the notary public complete the Notarization section of the Release attesting to the signature of the legal representative. You must also submit evidence of your authority to sign on behalf of the Product User along with a copy of the signed and notarized Release. A lawyer may not sign for a Product User or Spouse/Derivative Claimant based only on a Power of Attorney. The Product User (or authorized Representative of a deceased or incapacitated Product User) and each Spouse/Derivative Claimant must sign personally.
7.	***Notary Requirements.*** The Settlement Agreement requires notarized signatures of Product Users, Spouses and Legal Representatives on the Release. You personally must sign the Release in front of a Notary Public that is licensed in your state. After you sign the Release, the Notary Public should: (a) sign his/her name; (b) provide the State or Jurisdiction where he/she is a Notary; (c) provide the date his/her commission expires; and (d) affix his/her notary seal or stamp. If the state of your Notary does not have a commission expiration date or a notary stamp/seal, the Notary must select the box confirming their state does not require this.
8.	***Attorney Signatures.*** If you, your Spouse, or Derivative Claimant are represented by an attorney in connection with your claim, the attorney is required to fill out and sign the Certification of Counsel attached to this Release.
9.	***Consult with Your Attorney.*** This Release affects your legal rights, and by signing the Release you are agreeing to all terms within the Release. If you are represented by an attorney in connection with your claim, consult with your attorney regarding the terms of the Release. If you are currently not represented by an attorney, it is your right to consult with an attorney, at your sole cost and expense, prior to signing this Release.
10.	***No Modifications and No Deletions.*** Do not strike through or otherwise try to alter any of the language in the Release. You may make corrections to your pre-printed name in Paragraph 1 of the Release Recitals and Demographic Information contained on the Signature and Notary pages. If you alter the Release or fail to submit all 20 pages of the Release, including the five-page Exhibit of Released Parties, it will be incomplete. No contractual agreement to settle your claim arises until the Claims Processor receives a properly signed Release.

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11.	***Send the Signed Release to the Claims Administrator*.** We can accept original "wet ink" signatures on a hard copy of the Release or a PDF image of the handwritten signatures on the Release that you upload through the ASR Portal. We cannot accept electronic signatures on the Release. You must return all 20 pages of the Release and all other documentation required by the Settlement Agreement before your enrollment is complete. You may submit your documentation in one of the following ways: **Through the ASR Portal:** www.USASRHipSettlement.com **By Email:** claimsprocessor@USASRHipSettlement.com **By Mail:** Mailing Address: Claims Processor U.S. ASR Hip Settlement P.O. Box 26078 Richmond, VA 23260 Overnight Delivery Address: Claims Processor U.S. ASR Hip Settlement 250 Rocketts Way Richmond, VA 23231
12.	***Timeliness of Submissions.*** All Enrollment Materials must be delivered to the Claims Processor no later than **May 1, 2015** to be eligible to participate in the 2015 Settlement. For purposes of the Enrollment deadline: a) Mailed documents must be postmarked on or before May 1, 2015; and b) Documents delivered by overnight delivery must be placed in the hands of a carrier on or before May 1, 2015.
13.	***How to Contact us with Questions*.** If you have any questions about the Release Instructions, your Claims Package or Enrollment documents, you may contact us at (877) 391-3169 or send an email to **claimsprocessor@USASRHipSettlement.com**.

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U.S. ASR HIP SETTLEMENT

MDL 2197

RELEASE OF ALL CLAIMS

Recitals

1. I, _____, the undersigned Releasing Party ("Releasing Party"), am either (A) a plaintiff in a lawsuit in either federal or state court in the DePuy Orthopaedics, Inc. ("DePuy") ASR Hip Implant Products Litigation, or (B) I have a claim involving DePuy ASR Hip Implants that has not yet been filed as a lawsuit. I have enrolled to participate in the private settlement resolution program (the "U.S. Program") set forth in the Settlement Agreement (the "Agreement") dated as of March 2, 2015. I understand that the terms of the Agreement govern the resolution of my claim. I acknowledge that I have been given the opportunity to review the Agreement prior to my execution of this Release.

2. I further understand that, in order to enroll and submit my claim into the U.S. Program under the Agreement, I am required to submit, among other things, a release of any and all claims for injury, damages and/or losses of any kind, or wrongful death that I and the other Releasing Parties (as defined under "Releases" below) have, or may have in the future, against the Released Parties (as defined under "Releases" below) arising from, related to, or in any way connected with (1) the implantation, use and removal or revision of the ASR™ XL Acetabular Hip System, or the ASR™ Hip Resurfacing System, and any and all Component and Ancillary Parts (as defined in Paragraph 50 below) (all of (1) collectively referred to as "ASR Hip Implants"), and/or (2) any injury, losses, or damages of any kind claimed, or may at any time in the future could claim, to have been caused, in whole or in part, by any such ASR Hip Implants and/or Revision Surgery.

3. Accordingly, in consideration for DePuy's agreement to establish the U.S. Program, the significant expenses being incurred by DePuy in connection with the U.S. Program, DePuy's waiver of defenses (except as reflected in the U.S. Program criteria themselves) solely in the context of the application of the U.S. Program, and the opportunity to submit my claim and recover from the U.S. Program according to the terms of the Agreement, I hereby give and make the following releases, waivers, acknowledgements and agreements for the benefit of the Released Parties (this "Release").

4. This Release is also entered into by any Derivative Claimant (as defined in Paragraph 52) who executes a signature page hereto. Any such Derivative Claimant will not be entitled to a separate payment under the U.S. Program. However, for any current spouse of an Eligible U.S. Claimant ("EUSC") enrolling in the U.S. Program who also executes the Release and that EUSC later qualifies for compensation under the U.S. Program, the current spouse will be entitled to a separate award of $1,500.00 from the PART B Program as additional consideration.

5. By signing this Release, both I and any such Derivative Claimant irrevocably agree to be bound by the Agreement and the U.S. Program and the decisions of the Claims Administrator, Claims Processor, Special Master, or other administrators under the U.S. Program and understand and acknowledge that there is no assurance as to the amount of payment, if any, to be made to me or to any claimant under the U.S. Program, and this fact shall in no way affect the validity or effect of this Release or any Stipulation of Dismissal With Prejudice provided by me or on my behalf. However, I understand that under the terms of the Agreement, this Release will be rescinded and have no effect if I do not qualify for compensation as a Qualified U.S. Claimant under the U.S. Program.

Release

6. The term "Released Party" or "Released Parties" means (i) DePuy Orthopaedics, Inc., (ii) Johnson & Johnson, (iii) any other defendants currently or formerly named in any litigation I have brought as a result of a ASR Hip Implant, (iv) any past or present distributors, distributor representatives, sales representatives, manufacturers, suppliers, suppliers of materials or components, distributors, wholesalers, or other persons or entities involved in the design, research, development, manufacture, testing, sale, marketing, labeling, promotion, advertising, or distribution of the ASR Hip Implants implanted at any time, including but not limited to designers and design surgeons, including but not limited to Dr. Thomas Schmalzried, Thomas P Schmalzried, A Professional Corporation, Dr. Thomas Vail, Vail Consulting, Inc., and Vail Consulting LLC, as well as any physicians, healthcare professionals, or hospitals connected with the prescription,

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implantation, use, or removal of the ASR Hip Implants that I (or the Product User of my claim) allegedly used or use, including but not limited to the individuals and entities named on Exhibit 1 and Broadspire Services, Inc., (v) for each person or entity referred to in clauses (i), (ii),(iii) and (iv) of this paragraph, its respective past, present, and/or future parents, subsidiaries, divisions, affiliates, joint venturers, predecessors, successors, assigns, and transferees and its respective past, present and/or future shareholders (or the equivalent thereto), directors (or the equivalent thereto), officers (or the equivalent thereto), owners, managers, principals, employees, consultants, advisors, attorneys, agents, servants, representatives, heirs, trustees, executors, estate administrators, and the personal representatives (or the equivalent thereto), and (vi) the respective insurers of all such entities or persons referred to in clauses (i), (ii), (iii), (vi), and (v) to the extent of their capacity as the insurer of such entities or persons.

7. The term "Releasing Party" or "Releasing Parties" means (i) me, (ii) any current spouse executing the release, and (iii) any and all persons who independently, derivatively or otherwise, by reason of their relationship with or to me have sued or could have sued one or more Defendants or any other Released Party, including but not limited to, any and all of my respective heirs, beneficiaries, next of kin, executors, administrators, successors, and assigns.

8. In return for good and valuable consideration, including the establishment and funding of the U.S. Program under the Agreement in which I am allowed to enroll and the potential for a monetary payment under the U.S. Program, the sufficiency of which is acknowledged, subject to the provisions of Paragraphs 12, 13 and 20 below, if applicable, I do hereby on my own behalf and on behalf of each other Releasing Party, knowingly and voluntarily RELEASE, REMISE, ACQUIT and FOREVER DISCHARGE the Released Parties and each of them from:

a. any and all rights, remedies, actions, claims, demands, causes of action, suits at law or in equity, verdicts, suits of judgments, judgments and/or Liens (including any of the foregoing) for wrongful death, personal injury and/or bodily injury, sickness, disease, emotional distress and/or injury, mental or physical pain and/or suffering, emotional and/or mental harm, fear of disease or injury, fear of future surgery, loss of enjoyment of life, loss of society, loss of companionship, loss of income, loss of wages, loss of consortium, past or future medical expenses, reimbursement, future cost of insured services, past cost of insured services or any other form of injury, and including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, or any other form of damages whatsoever, whether past, present or future, and whether based upon contract, breach of contract, warranty or covenant, breach of warranty or covenant, tort, negligence, strict liability, gross negligence, recklessness, willful or wanton conduct, malice, oppression, conscious disregard, joint and several liability, guarantee, contribution, reimbursement, subrogation, indemnity, defect, failure to warn, fault, misrepresentation, common law fraud, statutory consumer fraud, quantum meruit, breach of fiduciary duty, violation of statutes or administrative regulations and/or any other legal (including common law), statutory, equitable or other theory or right of action, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, accrued or not accrued, past, present or future, or now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner that in any way arise from, relate to, or be in any way connected with (1) the implantation, use, and/or surgical removal of the ASR™ XL Acetabular Hip System, ASR™ Hip Resurfacing System, and/or any and all Component and Ancillary Parts (collectively "ASR Hip Implants"), and/or any injury, losses, or damages of any kind ever claimed, or may at any time in the future be claimed, to have been caused, in whole or in part, by any such ASR Hip Implants and/or ASR Revision Surgery; (2) claims relating to the availability of future Medicare-covered expenses, and any private cause of action I or any other Releasing Party may have under 42 U.S.C. 1395y(b)(3)(A); and (3) claims arising from or related to the U.S. Program and the decisions of the Claims Administrator, Claims Processor, Special Masters, and other administrators of the U.S. Program (collectively subpart (a) are "Claims"), which I or any other Releasing Party may have ever had, may now have or at any time hereafter may have against any Released Party; and/or

b. 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 unmetered, or accrued or not accrued, which are, or may be, in any way connected with the implantation, use and/or removal any ASR Hip Implants and ASR Revision Surgery, and/or with any injury, losses, or damages ever claimed, or may at any time in the future claim, to have been caused, in whole or in part, by any such ASR Hip Implants and/or ASR Revision Surgery (collectively subpart (b) are "Liabilities"), which any Released Party may have ever had, may now have or at any time hereafter may have to me or any other Releasing Party, as may be modified below.

These Claims and Liabilities are the "Released Claims and Liabilities." This Release is irrevocable by me upon my

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execution as of the date set forth beneath my name and my submission to the U.S. Program, but shall be subject to return or being void as set forth in Article 17 of the Agreement.

9. Without in any manner limiting the foregoing and subject to the provisions of Paragraphs 12, 13, and 20, if applicable, I, the Releasing Party, by signing this Release, specifically release and give up any and all right to and claim of pecuniary loss, injury or damage as those terms are defined in the New Jersey Wrongful Death Act, N.J.S.A. 2A:3l-l, et seq., and as interpreted by the Courts of New Jersey, which might accrue to Releasor, his or her estate and others by virtue of the death of any Releasing Party, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise in any way from or are in any way connected or related to Releasing Party's ASR Hip Implants and/or ASR Revision Surgery. It is expressly understood and agreed by Releasing Parties and Released Parties that a substantial reason and consideration of Released Parties in forbearing from any further steps in defending this claim and in agreeing to fund the U.S. Program as set forth in this Release and in the Agreement is the settlement, release and elimination at this time of any and all claims that Releasing Parties or others have now or in the future might have, absent this Release, for the wrongful death of any Releasing Party in relation to Releasing Party's ASR Hip Implants and/or ASR Revision Surgery.

10. Releasing Parties further understand and agree that under the present state of the law in New Jersey that absent this Release and regardless of the entry of any judgment which might result in litigation by Releasing Parties against Released Parties, certain of Releasing Party's relatives, dependents or others might have claims for the death of Releasing Party against some or all Released Parties, *see Alfone v. Sarno*, 87 N.J. 99 (1981); and Releasing Parties further understand and agree that by executing this Release and enrolling in the U.S. Program and accepting any settlement awards issued, and subject to the provisions of Paragraphs 12, 13, and 20, if applicable, Releasing Parties acknowledge that they have received fair, just and adequate consideration for any claims for the wrongful death of Releasing Party which may arise in relation to Releasing Party's ASR Hip Implants and/or ASR Revision Surgery. Releasing Parties further understand and agree that by executing this Release and enrolling in the U.S. Program, and subject to the provisions of Paragraphs 12, 13, and 20, if applicable, Releasing Parties have forever remised, released, discharged and given up any and all Claims and Liabilities that Releasing Parties or others might have against the Released Parties for any actual or alleged wrongful death of a Releasing Party arising from or alleged to arise from Releasing Party's ASR Hip Implants and/or ASR Revision Surgery.

11. Subject to the provisions of Paragraphs 12, 13 and 20, this Release is expressly intended to include and does include any and all Claims and Liabilities arising out of or by reason of or in any manner connected with Releasing Party's ASR Hip Implants and/or ASR Revision Surgery, which Releasing Parties, may now or hereafter have, acquire or assert against Released Parties arising by virtue of any common law and/or statutory claim for wrongful death, or any amendments thereto or interpretations thereof. Releasing Parties specifically agree and undertake to indemnify and save Released Parties harmless from and against any such claim arising out of or by reason of or in any manner connected with Releasing Party's ASR Hip Implants and/or ASR Revision Surgery that may be brought by any beneficiary or next of kin of Releasing Party, and such indemnification and hold harmless agreement includes the payment of all reasonable costs and expenses of investigation, defense, settlement, attorneys' fees, judgments, court costs and all other costs and expenses of defending any such claim or other Claim or Liability for wrongful death.

12. Notwithstanding any provision to the contrary above, to the extent that I (and/or other Releasing Party) received bilateral ASR Hip Implants in the United States and only one of those bilateral ASR Hip Implants was the subject of an ASR Revision Surgery, this release applies only to that ASR Hip Implant and ASR Revision Surgery, including fear of any future injury or future surgery; all rights being reserved with respect to the unrevised ASR Hip Implant still implanted in me (and/or other Releasing Party). Likewise, to the extent that I have undergone an ASR Revision Surgery on one Qualified Device but have another Qualified Device that has not been revised, any claims to the unrevised Qualified Device are preserved and not released, if any.

13. Notwithstanding any provision to the contrary above, to the extent that I (and/or other Releasing Party) had received a Pinnacle hip implant or components of a Pinnacle hip implant system during the revision of any ASR Hip Implants and that Pinnacle hip or components of a Pinnacle hip was subsequently revised ("Subsequent Revised Pinnacle Hip Implant") and I would be eligible for compensation for that re-revision under the terms of the Agreement (whether or not applied for by me), I (and/or other Releasing Party) hereby release Released Parties from all Claims and Liabilities arising from, related to, or in any way connected with the Subsequent Revised Pinnacle Hip Implant and any re-revision surgery to the same full extent that Released Parties are released from Claims and Liabilities arising from, related to, or in any way connected with ASR Hip Implants and ASR Revision Surgery pursuant to this Release and such Claims and Liabilities will be incorporated

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into the term Released Claims and Liabilities.[1]

14. I acknowledge that I (and/or any other Releasing Party) may in the future learn of additional or different facts as they relate to the Claims or Liabilities, the Released Parties' activities, and/or any injury I (and/or any other Releasing Party) have ever claimed, or may at any time in the future claim, was caused, in whole or in part, by the implantation, use, and/or removal of ASR Hip Implants and the Revision Surgery. I understand and acknowledge the significance and consequences of releasing all of the Released Claims and Liabilities and hereby (on my own behalf and on behalf of each other Releasing Party) assume full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that I (and/or any other Releasing Party) may hereinafter incur or discover. To the extent that any law, statute, ordinance, rule, regulation, case, court order, judicial process or other legal provision or authority (each a "Law"), including, but not limited to, the provisions of Section 1542 of the California Civil Code, may at any time purport to preserve my and/or any other Releasing Party's right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive (to the fullest extent permitted by applicable Law) each Releasing Party's rights under such Law. I further acknowledge having had an opportunity to obtain advice of counsel of my choosing regarding this waiver, and having discussed it with such counsel, if any, to my satisfaction.

15. On my own behalf and on behalf of each other Releasing Party, I acknowledge and agree that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created so that Defendants and other Released Parties shall never be called upon to pay any further sums or expenses, including but not limited to compensatory or other damages of any kind whatsoever, or be liable, directly or indirectly, to Releasing Parties, or any of them, or to any person, firm or entity claiming by, through, under, the Releasing Parties, or any of them, for the Released Claims and Liabilities, or to any person or entity seeking contribution and/or indemnity from the Released Parties, or any of them, by reason of any legal actions brought against them by me or other Releasing Parties pertaining in any way to, or arising from, the Released Claims and Liabilities.

16. WITHOUT LIMITING THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, CONSCIOUS DISREGARD, FRAUD, OPPRESSION, MISREPRESENTATION, MALICE, AND/OR CONDUCT OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO, WILLFUL, WANTON, OR INTENTIONAL CONDUCT) BY ONE OR MORE RELEASED PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, DAMAGES OF ANY KIND, OR FOR A WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME BY OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS, THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Attorneys' Fees; Division of Any Program Award Payment

17. I understand that the Released Parties are not responsible for any attorneys' fees, costs (including, but not limited to, court costs), ad litem fees, or expenses that I or my Counsel have incurred or may at any time incur, including, but not limited to, in connection with the entering into this Release and having my pending lawsuit dismissed. I understand that, with respect to any payment that may be made to me under the Program (a "U.S. Program Award Payment"), any division of such U.S. Program Award Payment between me, any Derivative Claimant executing this Release and our respective Counsel (if any) executing a Certification of Counsel attached to this Release shall be determined by me and such other person(s), and such division, or any dispute in relation to such division, shall in no way affect the validity of this Release or any Stipulation of Dismissal With Prejudice provided to dismiss my pending lawsuit, if applicable.

Covenant Not To Pursue Certain Claims

18. I hereby agree and covenant that I will never (i) take any legal, or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released

[1] Where a QUSC had a Pinnacle Hip Implant that was revised and replaced by an ASR Hip Implant, that QUSC reserves all legal rights relating to the Pinnacle Hip Implant, if any. Where the QUSC had an ASR Hip Implant that was revised and replaced by a Pinnacle Hip Implant that remains in situ, that QUSC reserves all legal rights relating to the Pinnacle Hip Implant, if any.

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Party, (ii) institute any new legal action against any Released Party relating to any injury I (and/or any other Releasing Party) have ever claimed, or may at any time hereafter claim, were caused in whole or in part by ASR Hip Implants or ASR Revision Surgery, or (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or my pending legal action against one or more Defendants. I further agree and covenant that I will not take any legal or other action to initiate, pursue or maintain a claim against the Claims Administrator, nor any employee, agent or representative of the Claims Administrator, in connection with the Program, except, with respect to each such Person, or such Person's own willful misconduct.

Dismissal of Pending Action

19. It is further agreed and understood that, to the extent applicable, the pending claim or cause of action brought by me or on my behalf as described above shall be stayed upon my enrollment in the U.S. Program and concluded by entry of a dismissal with prejudice with my consent and the consent of all Releasing Parties in accordance with the terms of the Agreement. However, under the terms of the Agreement, no dismissal with prejudice will be entered in court if I do not qualify for compensation as a Qualified U.S. Claimant under the U.S. Program.

Liens and Other Third-Party Payor Claims

20. I understand that pursuant to the Agreement, if I become a Qualified U.S. Claimant ("QUSC") under the U.S. Program entitling me to a settlement award, DePuy will be responsible for the negotiation and resolution of Assumed Liens asserted by Qualified Lienholders that are identified by me as set forth in Article 18 of the Agreement. Nothing herein releases DePuy from this contractual obligation under the Agreement. I also understand that DePuy will defend, indemnify, and hold harmless all QUSCs and their respective Counsel from any Assumed Liens and will not make a claim against QUSCs or their Counsel with respect to the Assumed Liens, provided that QUSCs and their respective Counsel cooperate with procedures established for resolution of Assumed Liens and provide copies to DePuy of all correspondence from Qualified Lienholders(s) addressing liens, claims, and interests related to a Qualified Device or Revision Surgery.

21. I agree that before any U.S. Program Award Payment is made to me, I shall identify to DePuy, my Counsel, and to the Claims Processor for the U.S. Program all Assumed Liens (as defined below) that are known to me and asserted by Qualified Lienholders (as defined below) that have paid for, or asserted a Lien or other claim for reimbursement for, medical care associated with a Qualified Device or ASR Revision Surgery, as well as other Lien holders who hold or assert any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest or other adverse claim of any nature whatsoever ("Lien") pursuant to any applicable statute or otherwise with respect to any U.S. Program Award payment (and/or the right to receive such U.S. Program Award payment), through procedures and protocols to be established by the Claims Processor for the U.S. Program. I also agree that before any U.S. Program Award payment is made to me, I shall provide the information required under Article 18 of the Agreement, if applicable.

22. I understand that, to the extent that I intentionally withhold required information regarding Liens, including but not limited to Assumed Liens, it would constitute a breach of the Agreement for which a Special Master or Claims Administrator could impose a remedy, which remedy could include excusing DePuy from its obligation to resolve Assumed Liens pertaining to my settlement award.

23. Releasing Parties agree to provide the Claims Processor and DePuy with their full name, gender, date of birth, address, Social Security Number and Health Insurance Claim Number, if applicable, for the purpose of Medicare Secondary Payer compliance. Releasing Parties also agree to indicate on this Release if they are, or ever were enrolled in Medicare as well as any payment related documents as may be requested by the Claims Processor and/or Escrow Agent. Releasing Parties also agree that Released Parties may use any personal or protected information (e.g., social security number, date of birth, protected health or medical information, etc.) to meet any reporting requirements that might be owed to CMS or its contractors arising out of this claim, and Releasing Parties agree to cooperate with DePuy, the Claims Processor, and other Released Parties to provide such information or to perform other activities reasonably necessary to meet any Medicare requirements and for DePuy to fulfill lien resolution obligations as specified in Article 18 of the Agreement, including but not limited to completion of an accurate Lien Resolution Checklist in the form and format to be provided by the Claims Processor. Nothing in this paragraph releases DePuy from its obligations under Article 18 of the Agreement.

24. I understand and acknowledge that Liens that are not Assumed Liens for which DePuy is responsible as defined herein (e.g., non-healthcare workers compensation benefits that are not Assumed Liens and disability benefit Liens), are the sole responsibility of me and any Derivative Claimant executing this Release. I represent, warrant and agree that my counsel shall hold in escrow from any settlement award under the U.S. Program and not disburse to me or any other Releasing

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Party, funds sufficient to pay any Liens arising from or pertaining to non-healthcare workers' compensation benefits that are not Assumed Liens, disability benefits, and/or attorney liens for which I and any Derivative Claimant executing this Release is responsible to resolve under the Agreement until such time that my counsel has negotiated and resolved such Liens with those lien holders, including by payment of those Liens with the escrowed funds from my settlement award if necessary. Furthermore, I agree that I or my Counsel shall provide to DePuy confirmation of the satisfaction and discharge of any or all such Liens for which I or any Derivative Claimant executing this Release am/are responsible for their resolution in a form to be agreed by the Parties. I also understand and acknowledge that any payment of a settlement award under the U.S. Program will be done, in part, in reliance upon the terms of this paragraph.

25. In addition to and without limitation of the foregoing, I hereby agree, jointly and severally with any Derivative Claimant executing this Release to indemnify and hold harmless the Released Parties from and against any and all damages, losses, costs (including, but not limited to, court costs), expenses (including legal fees and expenses), fines, penalties or Liabilities incurred or suffered by, or imposed on, any Released Party in connection with, arising out of or resulting from (i) any Claim made or asserted at any time against DePuy, or any other Released Party with respect to any U.S. Program Award payment made to me (or the right to receive any such U.S. Program Award payment), by (1) any Person at any time holding or asserting any Lien arising from or pertaining to workers' compensation benefits, disability benefits, and/or attorney liens for which I and any Derivative Claimant executing this Release is responsible under the Agreement, and/or (ii) the failure to properly provide the information required by Article 18 of the Agreement.

26. I, on behalf of myself and all Releasing Parties and our Counsel, agree to cooperate fully with DePuy, other Released Parties, and the Claims Processor, and their Counsel and agents, by executing any and all documents and providing such additional information as may be requested by DePuy for purposes of resolution of Assumed Liens whose resolution is the responsibility of DePuy under the Agreement; and/or required by or on behalf of the Released Parties to comply with the Medicare reporting or compliance requirements, such as Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if any.

Nature of Settlement Award Payments

27. I also hereby state and acknowledge, as set forth in the Agreement and agreed to by Released Parties, that all settlement awards paid pursuant to the U.S. Program constitute damages on account of personal injuries or physical injuries or physical sickness within the meaning of Section 104 of the Internal Revenue Code of 1986, as amended, arising from the physical injuries alleged to have resulted from the implantation, use, and/or removal of ASR Hip Implants and/or ASR Revision Surgery, and no portion of the proceeds paid under the U.S. Program represents punitive or exemplary damages, nor prejudgment or post judgment interest, nor non-physical injuries. I hereby waive and dismiss with prejudice any and all present claims for punitive or exemplary damages and waive any and all future claims for punitive or exemplary damages.

Indemnification for Released Claims and Liabilities; Contribution and Indemnity Claims Extinguished

28. I hereby agree, jointly and severally with any Derivative Claimant executing this Release, to INDEMNIFY and HOLD HARMLESS each Released Party from and against the following: (i) any and all Claims that may be asserted, made or maintained at any time by, on behalf of, or for the benefit of, any Releasing Party, or someone claiming by, through or under any Releasing Party, against any Released Party, with respect to any of the Released Claims and Liabilities; (ii) any and all damages, losses, costs (including, but not limited to, court costs), expenses (including, but not limited to, legal fees and expenses) and/or Liabilities incurred or suffered by, or imposed on, any Released Party in connection with, arising out of or resulting from any Claim described in clause (i) of this sentence (including, but not limited to, any amount paid or to be paid in satisfaction of any such Claim) and/or, without limitation of the foregoing, any breach by me, my representatives or Counsel (or any Derivative Claimant, her representatives or Counsel executing this Release) of any of the terms of this Release; and (iii) any and all Claims made or asserted (prior to, on or after the date of this Release), including claims for contribution and/or indemnity, by any other person or entity against any Released Party in any way, arising out of, relating to, resulting from, in whole or in part, by the implantation and use of ASR Hip Implants and/or any ASR Revision Surgery.

29. Further, to the extent necessary under law to give effect to the preceding Paragraph 28 above and/or to extinguish claims for contribution and/or indemnity against any Released Party for the Released Claims and Liabilities, or to satisfy such indemnity obligation that arises due to a contribution or indemnity claim by a third party, I further agree, jointly and severally with any Derivative Claimant executing this Release, (i) to reduce any judgment Releasing Parties might recover against any persons or entity other than a Released Party by release and discharge in an amount, fraction, portion, or percentage necessary under applicable state or federal law to bar, eliminate, or satisfy claims against the Released Parties

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for contribution and/or indemnity to the fullest extent permitted by applicable state or federal law arising from any Claims or Liabilities hereby released, including any amount re-allocated by applicable state or federal statute or common law to Released Parties resulting from uncollectibility and/or insolvency of other persons or entities determined to be at fault, as well as (ii) to indemnify and hold harmless any Released Parties in accordance with the preceding Paragraph 28 above as may still be necessary after having performed clause (i) above of this Paragraph 29. Releasing Parties shall execute any additional documentation that may be required under applicable state or federal law in order to give effect to this provision.

Confidentiality

30. Releasing and Released Parties recognize that all parties have an interest in maintaining the confidentiality of the amount of any individual U.S. Program Award Payment. Neither party wishes to publicize the amount of individual U.S. Program Award Payments. All parties therefore agree not to publicize, or cause to be publicized, the amount of U.S. Program Award Payment except as is necessary for disclosure to family members, tax and estate planning, insurance coverage, lien resolution, and/or normal reporting business purposes, or as may be required in connection with court proceedings or as otherwise required by law or judicial process. This agreement of confidentiality extends to all parties, their heirs, agents and representatives and, specifically, bars, but is not limited to, publication in any form of radio, television, newspaper, magazines, or internet. Released and Releasing Parties expressly have agreed that each other's reciprocal confidentiality covenant is the sole consideration given in exchange for that of the other, and that the parties specifically have in mind that no part of the settlement consideration is paid for this reciprocal agreement to keep the amount of individual U.S. Program Award Payments confidential. If this covenant of confidentiality is breached, the party in breach will be legally liable for any harm and loss which is proximately caused by the breach. Nothing herein confers confidentiality to the otherwise public nature of the gross settlement amounts and settlement terms of this national settlement program and instead, the confidentiality herein applies to any award specifically conferred to me. I further agree that to the extent information covered by this confidentiality provision is subpoenaed or disclosure is required by court order, I will immediately inform DePuy.

Acknowledgement of Comprehension; No Guarantee of Amount of Payment

31. I AM ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, DEFENDANTS OR ANY OTHER PERSON. I UNDERSTAND, ACKNOWLEDGE AND ACCEPT THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THIS RELEASE, INCLUDING THE POSSIBILITY, BUT NO GUARANTEE, OF A MONETARY AWARD FROM THE U.S. PROGRAM PURSUANT TO THE AGREEMENT. I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO REVIEW THE AGREEMENT AND HAVE READ THIS RELEASE, AND I HAVE HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF MY CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THE AGREEMENT AND THIS RELEASE AND MY DECISION TO PARTICIPATE IN THE U.S. PROGRAM FUNDED BY THE AGREEMENT.

32. FURTHER TO THE EXTENT THAT I AM REPRESENTED BY COUNSEL, I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF ALL THESE MATTERS BY MY COUNSEL WHO IS EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL MY QUESTIONS (IF ANY) TO MY SATISFACTION. I FURTHER ACKNOWLEDGE THAT I UNDERSTAND THIS RELEASE AND THE AGREEMENT AND THAT THERE IS NO GUARANTEE THAT I WILL RECEIVE ANY SPECIFIC AMOUNT OF MONETARY PAYMENT FROM THE U.S. PROGRAM. I FURTHER UNDERSTAND THAT ANY AMOUNTS PAID TO ME WILL BE PAID SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND THIS RELEASE.

33. I ALSO ACKNOWLEDGE THAT THE U.S. PROGRAM AND THE AGREEMENT ARE TO RESOLVE THE CLAIMS OF NUMEROUS CLAIMANTS AND THAT THE AWARD TO ME MAY BE FOR A SUM DIFFERENT THAN AWARDS TO OTHER CLAIMANTS BASED ON THE TERMS OF THE AGREEMENT AND THAT ALL PART B AWARDS MAY BE REDUCED PROPORTIONATELY DEPENDING ON THE NUMBER OF CLAIMANTS AND THE AMOUNT OF PART B AWARDS ISSUED UNDER THE U.S. PROGRAM AND I ACCEPT AND AGREE TO THOSE TERMS.

Waiver of Certain Provisions Regarding Timing of Any Payments

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34. If I have any civil action pending in any jurisdiction that has enacted, promulgated or otherwise adopted any Law containing provisions that establish specific time periods within which funds, if any, must be paid to me in connection with the release of such civil action (including, but not limited to, Pennsylvania Rule of Civil Procedure 229.1), I hereby (i) specifically and expressly waive (to the fullest extent permitted by applicable Law) my rights under any such provisions and (ii) agree that any decision of any U.S. Program Award and the payment of any U.S. Program Award shall be made solely in accordance with the terms and conditions of the U.S. Program set forth in the Agreement.

Common Benefit Deduction

35. I acknowledge and agree that any settlement award payment under the U.S. Program to which I become entitled will be reduced by six percent (6%) as follows: one percent (1%) for common benefit costs, which will be subtracted from my share of the settlement payment, and five percent (5%) for common benefit attorneys' fees, which will be subtracted from my attorneys' fees. The 1% reduction is to be deposited in the ASR HIP Administrative Expense Fund, which is required to be withheld and paid directly by the U.S. Program or Released Parties as a credit against the settlement, pursuant to Case Management Order No. 13, as amended, entered in MDL No. 2197, *In Re: DePuy Orthopaedics, Inc. ASR Hip Implant Products Liability Litigation*, United States District Court, Northern District of Ohio, Case No. 1:10-md-2197.

Informed Consent and Submission to Authority of U.S. Program

36. I understand that I have the right to make an informed decision regarding participation in the U.S. Program. As such, my Counsel has carefully reviewed with me terms of the Agreement and this Release, including the PART B Program that provides a means outside of the control of DePuy to award additional compensation based on the exceptional circumstances of any case. I also acknowledge that the Claims Administrator, Claims Processor, and Special Masters under the U.S. Program and the SOC have been available to assist me in the informed consent process and to answer any questions that I might have had about the Agreement, this Release, and the U.S. Program.

37. I also understand and agree that by enrolling in the U.S. Program and submitting this Release, I am submitting my U.S. Program claim to the authority and decisions of those persons specified in the Agreement, including but not limited to the Claims Administrator, Claims Processor, and any privately appointed Special Masters, to whose authority under the Agreement I voluntarily submit and agree. I consent and agree that the Claims Administrator, Claims Processor, and Special Masters making decisions regarding my claim to the U.S. Program shall each the authority of an Arbitrator under the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*., and each of their decisions are binding, final and Non-Appealable, and subject only to review by a Special Master or Claims Administrator, sitting as a binding arbitration panel, as provided under the Agreement and all other rights to judicial or appellate review are waived by me. I further agree and consent that, to the extent this Release is later rescinded because the Claims Processor and/or Special Master decides that my claim is ineligible under the U.S. Program or the Claims Administrator and/or Special Master decide that DePuy is able to reject my claim under the provisions of Section 17.2 of the Agreement, any such decisions remain the decisions of an Arbitrator and are final, binding and Non-Appealable, even if as a result of those decisions, this Release is no longer effective, except for the Confidentiality provision.

No Admission of Fault

38. I understand and agree that DePuy has entered into the Agreement solely by way of compromise and resolution. The Agreement, and this Release, are not, and shall not be construed at any time to be, an admission of liability, responsibility or fault of or by DePuy or any other Released Party.

Representations and Warranties

39. I hereby represent and warrant that: I have full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the second sentence under "Attorneys' Fees; Division of Any Program Award Payment" above and the provisions with respect to Liens and common benefit assessments, I have the sole right to receive any and all U.S. Program Award Payments with respect to my claim under the U.S. Program. Neither I nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

40. I and any Derivative Claimants executing this Release further specifically warrant and represent that to the extent any bankruptcy action is pending, I and other Releasing Parties will take all necessary actions to notify the Bankruptcy Court of this settlement and will fulfill all obligations to said Bankruptcy Court. I further agree, jointly and severally with any Derivative Claimant executing this Release, to indemnify, defend, and hold harmless, up to the amount of the U.S. Program

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award issued to me, the Released Parties from any loss, claim, expense, demand, or cause of action of any kind or character, including costs and attorney's fees that result from the failure, if any, of any or all Releasing Parties to fulfill their obligations to said Bankruptcy Court. Bankruptcy proceedings will be sought in compliance with the confidentiality provisions of this Agreement. Upon request, Releasing Parties further agree that they will provide written confirmation that they fulfilled said Bankruptcy Court obligations. I and any Derivative Claimants executing this Release acknowledge that DePuy entered into the Agreement in reliance upon the representations and warranties made in this Release.

Governing Law

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

Severability

42. I agree that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment shall apply only to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, I hereby (on my own behalf and on behalf of each other Releasing Party) specifically and expressly waive any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Legal Representatives

43. If I am signing this Release as a legal representative of a person or an estate of such person who was injured or suffered death allegedly caused by the implantation and/or use of ASR Hip Implants and/or Revision Surgery ("allegedly injured person or alleged decedent"), then (i) all references in this Release to my injury from the implantation and/or use of ASR Hip Implants and/or Revision Surgery shall also mean the injury from the implantation and/or use of ASR Hip Implants and/or Revision Surgery of such allegedly injured person or decedent, all references in this Release to any person claiming by, through or under, or in relation to, me shall also mean any person claiming by, through or under, or in relation to such allegedly injured person or decedent, and all references to me in the definition of Derivative Claimant shall also mean such allegedly injured person or decedent, (ii) if such allegedly injured person or alleged decedent is not deceased, he or she shall also be a Releasing Party, (iii) if such allegedly injured person or decedent is deceased, I am executing this Release both individually and on behalf of the estate of such allegedly injured person or decedent, and (iv) prior to the submission of this Release to Defendants, I have or will obtain judicial approval of this Release at my own expense, to the extent required under applicable Law.

Definitions

44. Unless otherwise defined in the body of this Release or below, all defined terms in this Release have the definitions set forth in the Agreement.

45. "ASR Hip Implants" means the ASR™ XL Acetabular Hip System, or the ASR™ Hip Resurfacing System, and any and all Component and Ancillary Parts.

46. "ASR Index Surgery" means the surgical implantation of the ASR XL or ASR Hip Resurfacing System (each a "Qualified Device") in a surgery occurring in the United States.

47. "ASR Revision Surgery" means a surgery subsequent to the ASR Index Surgery to remove the cup of an ASR XL Acetabular Hip System or ASR Hip Resurfacing System implant. Unless otherwise agreed to by DePuy pursuant to Section 5.1.5 of the Agreement, the revision surgery must have taken place on or after August 31, 2013, but prior to January 31, 2015, and more than 180 days following the ASR Index Surgery but less than nine (9) years after the ASR Index Surgery on the same hip.

48. "Assumed Liens" shall mean Liens or claims asserted by a Qualified Lienholder with respect to a QUSC's Settlement Payment related to reimbursement for, or payment of:

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(i) medical care directly associated with a compensable ASR Revision Surgery; and/or

(ii) medical care directly associated with a Qualified Device that was incurred between August 24, 2010 and the date of the ASR Revision Surgery and due to the Reasons underlying the Recall.

For purposes of clarity, Assumed Liens includes but is not limited to the Assumed Liens asserted by the federal government on behalf of the Centers for Medicare & Medicaid Services pursuant to 42 U.S.C. §1395y(b)(2)-(3) and associated regulations. However, for any ASR Revision Surgery that takes place outside of the United States, foreign liens pertaining to such Revision Surgery are not Assumed Liens for which DePuy is responsible for resolving.

49. "Claims" has the meaning set forth in Paragraph 8 of this Release.

50. "Component and Ancillary Parts" means any and all components or ancillary parts implanted contemporaneously with and/or intended to function as part of the prosthetic construct that includes the ASR or ASR XL cup, including but not limited to the femoral stem.

51. "Counsel" means, with respect to any particular Person, a lawyer or law firm who represents such Person pursuant to a written agreement, provided that, for all purposes of this Agreement, the "Counsel" of any particular Plaintiff shall be the lawyer or law firm named as such in such Plaintiff's Release and Stipulation of Dismissal With Prejudice.

52. Derivative Claimant" means, in relation to any particular Eligible U.S. Claimant, any Person having or asserting the right, either statutory or under applicable common law (including the laws of descent and distribution) or otherwise, to sue DePuy or any other Released Party, independently, derivatively or otherwise:

(i) by reason of their personal relationship with such Eligible U.S. Claimant or U.S. Program Claimant (or the Product User with respect to such Eligible U.S. Claimant or U.S. Program Claimant); and/or

(ii) otherwise by, through or under, or otherwise in relation to, such Eligible U.S. Claimant or U.S. Program Claimant (or the Product User with respect to such Eligible U.S. Claimant or U.S. Program Claimant);

including the heirs, beneficiaries, surviving spouse (including a putative or common law spouse), surviving domestic partner and next of kin of such Eligible U.S. Claimant or U.S. Program Claimant (or the Product User with respect to such Eligible Claimant or Program Claimant).

53. "Governmental Authority" means any government or political subdivision, department, commission, board, bureau, agency, or other governmental authority, whether United States federal, state, District of Columbia, city, county, municipal, territorial, or foreign, or any agency or instrumentality whether domestic or foreign, or any United States federal, state, District of Columbia, city, county, municipal, territorial or foreign court.

54. "Liabilities" has the meaning set forth in Paragraph 8 of this Release.

55. "Lien" means any mortgage, lien, pledge, charge, security interest, encumbrance, assignment, subrogation right, third-party interest or adverse claim of any nature whatsoever, in each case whether statutory or otherwise.

56. "Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, Governmental Authority, custodian, nominee or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign.

57. "Product User" means, in relation to any particular Releasing Party, the natural person (including the deceased natural person) referred to in the definition of the term "Eligible U.S. Claimant" in the Agreement (as opposed to any Legal Representative in respect of such natural person).

58. "Qualified Device" means the ASR™ XL Acetabular Hip System and/or ASR™ Hip Resurfacing System, and any or all Component and Ancillary Parts.

59. "Qualified Lienholders" means:

(i) government program insurers such as the Medicare and Medicaid programs, the CHAMPVA Program, the TRICARE Program and any other federal, state or local reimbursement program involving payment of governmental funds (including "Federal healthcare programs" as defined in 42 U.S.C. § 1320a 7b(f)) or other

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payor program administered by any governmental authority;

(ii) private and commercial payors including commercial insurance carriers, managed care organizations, and self-funded health insurance plans; and/or

(iii) an individual or entity that has provided healthcare items and services to a QUSC to the extent the QUSC had no third party insurance to cover the items and services furnished to the QUSC.

60. "Released Claims and Liabilities" has the meaning provided in Paragraph 8 of this Release, and if applicable, Paragraph 12 of this Release.

61. "Released Party" or "Released Parties" has the meaning provided in Paragraph 6 of this Release.

62. "Releasing Party" or "Releasing Parties" has the meaning provided in Paragraph 7 of this Release.

63. "Unfiled Claims" means a claim in any way related to the implantation, use and/or removal of the ASR XL Acetabular Hip System, or the ASR Hip Resurfacing System, and any and all Component and Ancillary Parts (collectively "ASR Hip Implants") and/or for any injury, losses, or damages allegedly caused, in whole or in part, by any such ASR Hip Implants and/or Revision Surgery, but for which a lawsuit had not yet been instituted as of the date of the Agreement.

64. "United States" means the United States of America, its 50 states, the District of Columbia, any Commonwealth or Territory of the United States, and any United States Military Hospital wherever located.

Miscellaneous

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

66. This Release may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

Certification of Medicare Status

Claimant/Releasing Party

67. Have you ever been enrolled in Medicare, now or in the past?

Yes ☐ No: ☐

Spouse/Derivative Claimant

68. Have you ever been enrolled in Medicare, now or in the past?

Yes: ☐ No: ☐

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SIGNATURE BY RELEASING PARTY AND NOTARIZATION[2]	
IN WITNESS WHEREOF, I have executed this Release effective as of the date set forth under my name below.	
Signature of Releasing Party	
Printed Name	
Product User's Social Security No.	___ ___ ___- ___ ___ -___ ___ ___
Product User's Date of Birth	_____/_____/_____ (month) (day) (year)
Date of Signature	_____/_____/_____ (month) (day) (year)

NOTARIZATION		
BEFORE ME, the undersigned authority, the Person known to be the Releasing Party/Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.		
Signature by Notary		
Notary Public in and for the State or Jurisdiction of		
Date Notary Commission Expires	_____/_____/_____ (month) (day) (year)	☐ Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
Place Notary Seal or Stamp in this Space		
	☐ Notary: Check here if your jurisdiction does not require a seal or stamp.	

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[2] [INSTRUCTION: The Release must be executed with the Personal Signature of the Enrolling EUSC/Releasing Party. If executed on behalf of an enrolling EUSC by a Legal Representative (e.g., legal guardian), evidence of such authority must be attached and submitted with the Release executed with the Personal Signature of the Legal Representative and notarized.]

SIGNATURE BY SPOUSE/DERIVATIVE CLAIMANT/ RELEASING PARTY[3]	
IN WITNESS WHEREOF, I have executed this Release effective as of the date set forth under my name below.	
Signature of Spouse/Derivative Claimant	
Printed Name	
Social Security No.	
Date of Birth	_____/_____/_____ (month) (day) (year)
Relationship to Claimant	
Date of Signature	_____/_____/_____ (month) (day) (year)

NOTARIZATION		
BEFORE ME, the undersigned authority, the Person known to be the Releasing Party/Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that he/she has signed, sealed and delivered this document as his or her act and deed for the purposes therein expressed and in the capacity therein expressed.		
Signature by Notary		
Notary Public in and for the State or Jurisdiction of		
Date Notary Commission Expires	_____/_____/_____ (month) (day) (year)	☐ Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.
Place Notary Seal or Stamp in this Space		
	☐ Notary: Check here if your jurisdiction does not require a seal or stamp.	

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[3] [INSTRUCTION: The Release must be executed with the Personal Signature of any current spouse of the enrolling EUSC/Releasing Party and notarized. In connection with any divorced, separated, or estranged spouses who were spouses at any time from the ASR Index Surgery to the date of the Agreement, an indemnity agreement in the form agreed to by the Parties shall be executed and supplied by the Enrolling EUSC/Releasing Party together with this executed and notarized Release in lieu of signature by such divorced, separated or estranged spouse.]

CERTIFICATION OF COUNSEL **(COUNSEL FOR RELEASING PARTY)**
I, _____, hereby represent and declare that _____XXX_____ ("Releasing Party") is currently represented by the undersigned counsel. I have provided Releasing Party with a copy of the Release to which this Certification of Counsel is attached and have made available to Releasing Party a copy of the Settlement Agreement referred to in the Release (which copies include all attachments). I informed Releasing Party of the terms and legal effect of all of the foregoing documents and Releasing Party's decision to enroll in the U.S. Program (as defined in the Release), and I answered any and all questions Releasing Party may have had. I hereby certify that Releasing Party, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, does not have, and I do not have, any objection to the terms of this Release or any of the other foregoing documents. I further agree to be bound by the "Confidentiality" section and my obligations as Counsel in the "Lien and Other Third Party-Payor" section in this Release.

SIGNATURE BY COUNSEL FOR RELEASING PARTY	
Printed Name	
Title	
Dated	_____/_____/_____ (month) (day) (year)

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CERTIFICATION OF COUNSEL
(COUNSEL FOR SPOUSE/DERIVATIVE CLAIMANT)

I, _____, hereby represent and declare that _____XXX_____ ("Derivative Claimant") is currently represented by the undersigned counsel. I have provided Derivative Claimant with a copy of the Release to which this Certification of Counsel is attached and have made available to Derivative Claimant a copy of the Settlement Agreement referred to in the Release (which copies include all attachments). I informed Derivative Claimant of the terms and legal effect of all of the foregoing documents, and I answered any and all questions Derivative Claimant may have had. I hereby certify that Derivative Claimant, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, does not have, and I do not have, any objection to the terms of this Release or any of the other foregoing documents. I further agree to be bound by the "Confidentiality" section and my obligations as Counsel in the "Lien and Other Third Party-Payor" section in this Release.

SIGNATURE BY COUNSEL FOR DERIVATIVE CLAIMANT	
Printed Name	
Title	
Dated	_____/_____/_____ (month) (day) (year)

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EXHIBIT 1
SURGEONS/HOSPITALS

Alta Vista Regional Hospital
Anaheim Medical Center
Bozeman Deaconess Health Services
Bozeman Deaconess Health Services dba Bozeman Deaconess Hospital
Bozeman Deaconess Hospital
Brian Ching, M.D
Carondelet Orthopaedic Surgeons, P.A., dba Carondelet Orthopaedic Surgeons, P.C.
Chippenham & Johnson Willis Hospitals Inc.
Christian Luessenhop, MD
Coastal Orthopaedic Institute, P.C.
David H. Allmacher, M.D.
David J. Clymer, M.D.
Dhiren S. Shashikant, M.D.
Fondren Orthopedic Group L.L.P.
George H. Brouillet, M.D.
Gulf Health Hospitals, Inc.
Hospital Service District No. 1 of the Parish of Terrebonne, State of Louisiana
Humana Health Plan of Ohio, Inc.
Huntsville Hospital
Illinois Bone & Joint Institute L.L.C.
James Kudrna, M.D.
Jason B. Sanders, M.D.
Jefferson Parish Hospital District No. 1
Kaiser Foundation Health Plan, Inc.
Kaiser Foundation Hospitals, a California Corporation dba Kaiser Permanente
Kaiser Foundation Hospitals Permanente Medical Group, Inc. California
Kaiser Permanente Corporation
Kentucky Orthopaedic and Hand Surgeons, P.S.C. (THIRD PARTY PLAINTIFF)
Kevin Spohr
Leavitt Medical Associates of Florida, Inc. dba Advanced Dermatology & Cosmetic Surgery
Lovelace Health System, Inc.
Lowell General Hospital
Lowell Nickel, M.D.
Matt Dywer, M.D
Melissa Gorman, M.D.
Michael A. Tranovich, M.D.
Michael L. Reyes, M.D.
Milford Hospital Incorporated

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MK Orthopaedics Surgery & Rehabilitation, S.C.
Mukund Komanduri, M.D.
Nevada Orthopedic and Spine Center LLP
Northside Hospital, Inc.
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Ochsner Clinic Foundation
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