

U.S. ASR HIP SETTLEMENT

MDL 2197

INSTRUCTIONS FOR COMPLETING THE CONFIDENTIAL INDEMNIFICATION AGREEMENT

(In Lieu of a Release by a Former, Separated, or Estranged Spouse)

This is an official document from the Claims Processor for the U.S. ASR Hip Settlement Program (“Settlement Program”). Please read these instructions carefully.

- 1.** *Use of the Confidential Indemnification Agreement.* If a Product User had a spouse at any time from the date of the ASR Index Surgery to the date of the Release, Section 4.1.3.2 of the Settlement Agreement requires that the Product User’s spouse/former spouse sign the Release. If the Product User is now divorced, separated, or estranged from his/her spouse/former spouse and is not able to obtain the spouse/former spouse’s signature on the Release as required under the Settlement Agreement, the Product User may complete and sign the attached Confidential Indemnification Agreement in lieu of a signed Release from the spouse/former spouse.
- 2.** *How to Complete the Confidential Indemnification Agreement.* After reading and agreeing to the terms of the Confidential Indemnification Agreement, the Product User must complete the entire form. In Section 1, type or print the Product User’s name and complete Social Security number. In Sections 4 and 5, type or print the name of the Product User’s current law firm. If a Product User is not represented, type or print “Not Applicable” for the law firm information in Sections 4 and 5.
- 3.** *Signature and Notary Requirements.* The Product User must personally sign the Confidential Indemnification Agreement in front of a Notary Public who is licensed in his/her state. After the Product User signs and dates the Confidential Indemnification Agreement, the Notary Public should: (a) sign and print his/her name; (b) provide the State and City/County where he/she is a Notary; (c) provide the date he/she Notarized the document; (d) provide the date his/her commission expires; and (e) affix his/her notary seal or stamp. If the Product User’s state does not have a commission expiration date or a notary stamp/seal, the Notary should state this information on the Agreement.
- 4.** *Send the Signed Confidential Indemnification Agreement to the Claims Processor.* We can accept original “wet ink” signatures on a hard copy of the Confidential Indemnification Agreement or a PDF image of the handwritten signatures on the form. We cannot accept electronic signatures on the Confidential Indemnification Agreement. Product Users should return the Confidential Indemnification Agreement with the Release of all Claims and all other Enrollment documentation required by the Settlement Agreement. Product Users may submit documentation in one of the following ways:

<p>Through the ASR Portal: www.USASRHipSettlement.com</p> <p>By Mail: <u>Mailing Address:</u> Claims Processor U.S. ASR Hip Settlement P.O. Box 26078 Richmond, VA 23260</p>	<p>By Email: claimsprocessor@USASRHipSettlement.com</p> <p><u>Overnight Delivery Address:</u> Claims Processor U.S. ASR Hip Settlement 250 Rocketts Way Richmond, VA 23231</p>
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5.	<p><i>Timeliness of Submissions.</i> All Enrollment Materials must be delivered to the Claims Processor no later than May 5, 2017 to be eligible to participate in the Settlement Program. For purposes of the Enrollment deadline:</p> <ul style="list-style-type: none">(a) Mailed documents must be postmarked on or before May 5, 2017; and(b) Documents delivered by overnight delivery must be placed in the hands of a carrier on or before May 5, 2017.
6.	<p><i>How to Contact us with Questions.</i> If you have any questions about the Confidential Indemnification Agreement, these instructions or the Claims Package or Enrollment documents, contact us at (877) 391-3169 or send an email to <u>claimsprocessor@USASRHipSettlement.com</u>.</p>

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- 1.I, _____, ____ - ____ - _____, [print name and SSN] 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, or the 2017 ASR Extension Agreement dated March 3, 2017. All references in this Confidential Indemnification Agreement to the 2015 Settlement include, by reference, the 2017 Extension Agreement.
2. I have executed the Release of All Claims (“Release”), which I incorporate by reference herein.
3. I am no longer in contact with my spouse/former spouse and I am not able to obtain his/her execution of the Release as required under the Agreement. In further consideration for the terms of the Agreement, including the provision accepting this indemnity in lieu of a release executed by my spouse/former spouse, I hereby provide this indemnity.
4. I hereby agree and covenant to defend, indemnify and to hold harmless, the Released Parties (as this term is defined in the Release), their counsel, and my counsel, specifically _____ [insert name of law firm, if applicable] and any referring attorneys or co-counsel, for any claim that my spouse/former spouse may make in the future (1) seeking entitlement to recover a part of the settlement that I will be receiving through the U.S. Program, and/or (2) making or alleging a loss of consortium or other derivative claim against any or all Released Parties arising in any way from my implantation, use or removal of ASR Hip Implants that are the subject of the Agreement.
5. I understand that under the laws of my home state, this settlement may be considered a marital asset that would need to be addressed and possibly distributed as part of a divorce proceeding. I understand that _____ [insert name of law firm, if applicable] does not handle matrimonial law and is only representing me in my personal injury claims against DePuy Orthopaedics, Inc. and related entities. I agree to take responsibility and follow the law of my home state regarding the possible distribution or division of my settlement to my spouse/former spouse.

Date

Product User’s Signature

STATE OF _____

CITY/COUNTY OF _____ SS.:

Sworn to and subscribed before me, this ____ day of _____, 2017.

NOTARY PUBLIC

L.S.

[Printed Name of Notary]

My Commission Expires: _____