

Must be received by
November 30, 2020

Stryker Modular 2020 Hip Settlement
c/o Epiq
Claims Processor
PO Box 10130
Dublin, OH 43017-3130
www.StrykerModularHipSettlement.com

SRY



TEAL RELEASE FORM

RELEASE FOR THE QUALIFIED REVISION SURGERY PROGRAM THE STRYKER ABG II/REJUVENATE MODULAR-NECK HIP STEM SETTLEMENT PROGRAM

1. Recitals

1.1. The parties to the Stryker ABG II/Rejuvenate Modular-Neck Hip Stem Settlement Program ("Settlement Program"),

(1) _____, who has enrolled in the Settlement Program ("Settlement Program Claimant") set forth in the Master Settlement Agreement ("Settlement Agreement") executed on September 9, 2020, as well as (i) any current spouse of the Product User (as defined in Section 1.2.58 of the Settlement Agreement) with a related filed lawsuit executing this Release, and (ii) any and all persons who independently, derivatively or otherwise, by reason of their relationship with the Product User have sued or could have sued HOC or any other released party (hereinafter collectively referred to as "RELEASEES"), and (2) **HOWMEDICA OSTEONICS CORP. ("HOC")**, and any and all individuals and entities identified or referenced in Section 1.2.68 of the Settlement Agreement (including specifically Stryker Corporation) (hereinafter collectively referred to as "RELEASEES"), acknowledge and agree to the following:

1.1.1. RELEASOR understands that the terms of the Settlement Agreement govern the resolution of his/her claim. RELEASOR acknowledges that s/he has been given the opportunity to review the Settlement Agreement prior to executing this Release.

1.1.2. RELEASOR understands that, in order to enroll and submit his/her claim into the Settlement Program under the Settlement Agreement, s/he is required to submit, among other things, a release of any and all claims for injury, damages, and/or losses of any kind, including wrongful death, that s/he has, or may have in the future, against the RELEASEES arising from, related to, or in any way connected with (1) the implantation, use and removal, revision and/or additional surgery(ies) of the ABG II Modular-Neck Hip Stem or the Rejuvenate Modular-Neck Hip Stem (the "Affected Product(s)"), and (2) any injury, losses, or damages of any kind presently claimed, or which could be claimed at any time in the future, to have been caused, in whole or in part, by any such Affected Product and/or any surgery or surgeries related to any such Affected Product.

1.1.3. RELEASOR claims that s/he suffered injuries and damages as a proximate result of his/her use of an Affected Product or Products and any component parts or additional implants designed, manufactured and/or sold by RELEASEES implanted concurrently with the Affected Product(s) (as more particularly described in various case/claim specific documents, including but not limited to pleadings, discovery, claim forms and/or medical records). RELEASOR also claims that s/he suffered injuries and damages related to the Affected Products by way of subsequent revision and/or additional surgery(ies), including future revision and additional surgeries related to the Affected Products or to injuries or damages alleged in this matter (as more particularly described in various case/claim specific documents, including but not limited to pleadings, discovery, claim forms and/or medical records and hereinafter referred to generally as "the Subject Surgery or Surgeries"). Further, RELEASOR alleges that s/he currently suffers from and/or will suffer a variety of conditions allegedly caused by the Affected Products and/or the Subject Surgery or Surgeries and also alleges that the injuries sustained by him/her may lead to further injuries, and have caused permanent injury, emotional distress and other damages.

1.1.4. This Release pertains to all of RELEASOR'S claims for all damages, including pain and suffering as defined in Section 104(a)(2) of the Internal Revenue Code, as against RELEASEES related to the Affected Products and the Subject Surgery or Surgeries, but does not release potential future claims specifically related to any Stryker® revision femoral stem in the event that the Stryker® revision femoral stem fails due to alleged defects in that specific device. However, this Release does include all present and future claims related to underlying medical problems or conditions pre-existing or related to the Affected Products or to any damage to the anatomy caused by the Affected Products and/or the Subject Surgery or Surgeries.

1.1.5. RELEASOR'S claims for injuries and damages also include, but are not limited to, allegations that s/he suffered from and incurred medical and other expenses and losses related to various symptoms and injuries allegedly resulting from the use of the Affected

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Products, including any and all other medical care or surgical procedures that RELEASOR claims were related to the alleged injuries, with the sole exception of potential future claims specifically related to any Stryker® revision femoral stem in the event that the Stryker® revision femoral stem fails due to alleged defects in that specific device, as set forth in Paragraph 1.1.4 above. However, this Release does include all claims related to underlying medical problems or conditions pre-existing or related to the Affected Products or to any damage to the anatomy caused by the Subject Surgery or Surgeries.

1.1.6. By signing this Release, RELEASOR irrevocably agrees to be bound by the Settlement Agreement and the Settlement Program and the decisions of the Claims Administrator, Claims Processor, Special Master, or other administrators under the Settlement Program and understands and acknowledges that there is no assurance as to the amount of payment to be made to the RELEASOR or to any claimant under the Settlement 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 RELEASOR or on RELEASOR'S behalf. However, RELEASOR understands that under the terms of the Settlement Agreement, this Release will be rescinded and have no effect if RELEASOR does not qualify for compensation as a Settlement Program Claimant under the Settlement Program.

1.1.7. In consideration for HOC's agreement to establish the Settlement Program, the significant expenses being incurred by HOC in connection with the Settlement Program, HOC's waiver of defenses (except as reflected in the Settlement Program criteria themselves) solely in the context of the application of the Settlement Program, and the opportunity to submit RELEASOR'S claim and recover from the Settlement Program according to the terms of the Settlement Agreement, RELEASOR hereby gives and makes the following releases, waivers, acknowledgements and agreements for the benefit of the RELEASEES.

2. General Terms of Agreement

2.1. As a consequence, and for the consideration described herein, as well as in the Settlement Agreement, RELEASOR hereby completely releases and forever discharges RELEASEES from any and all past, present or future claims, demands, obligations, actions, causes of action, liabilities, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, redhibition, contract or other theory of recovery, and whether for compensation, actual damages, or exemplary damages, which RELEASOR now has or which may hereafter accrue or otherwise be acquired, on account of, or which may in any way grow out of RELEASOR'S use of the Affected Products, the Subject Surgery or Surgeries and the matters set forth and/or referenced in this Release and/or the Settlement Agreement, including without limitation, all known or unknown claims for bodily and personal injuries, which may have resulted or may result from the alleged acts or omissions of RELEASEES, with the sole exception of potential future claims related to any Stryker® revision femoral stem in the event that the Stryker® revision femoral stem fails due to alleged defects in that specific device. Further, RELEASOR alleges that s/he currently suffers from and/or will suffer a variety of conditions allegedly caused by the Affected Products and/or the Subject Surgery or Surgeries and also alleges that the injuries sustained by him/her may lead to further injuries, and have caused permanent injury, emotional distress and other damages. However, this Release does include all claims related to underlying medical problems or conditions pre-existing or related to the Affected Products or to any damage to the anatomy by the Subject Surgery or Surgeries. RELEASOR AND RELEASEES intend this release to be construed as broadly as possible.

2.2. In consideration of the release set forth herein, HOC has agreed to establish and fund the Settlement Program, under the terms of the Settlement Agreement, in which RELEASOR is allowed to enroll and potentially receive a monetary award. The total settlement amount will be paid to RELEASOR as determined and directed. RELEASOR agrees that neither the manner in which he/she or his/her counsel directs payment nor the division specified herein shall in any way affect the validity of the release.

2.3. Without in any manner limiting the foregoing general release, and as further consideration and inducement for this settlement, RELEASOR agrees that this Release shall apply to, and RELEASOR fully releases, acquits and discharges RELEASEES of and from, all claims, demands, injuries, losses, damages, actions and causes of action of every kind and nature, known or unknown, existing, claimed to exist, or which can hereafter be made, arising out of or resulting from or which are in any way connected with the matters and things set forth in this Release and/or the Settlement Agreement, with the sole exception of potential future claims related to any Stryker® revision femoral stem in the event that the Stryker® revision femoral stem fails due to alleged defects in that specific device. However, this Release does include all claims related to underlying medical problems or conditions pre-existing or related to the Affected Products or to any damage to the anatomy by way of Subject Surgery or Surgeries.

2.4. The liability for all claims is denied by RELEASEES and this final compromise and settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

2.5. RELEASOR has been fully advised and understands that the injuries sustained may be of such a character that the full extent and type of injuries may not be known at this date, and it is further understood that these injuries, whether known or unknown at this date, might possibly become progressively worse and that, as a result, further damages may be sustained. Nevertheless, RELEASOR desires by this document to forever and fully discharge the parties herein released and discharged. RELEASOR understands that by the execution of this instrument, no further claims may ever be asserted by him/her or on his/her behalf, against RELEASEES to recover damages arising out of the matters and things set forth in this release, with the sole exception of potential future claims related to any Stryker® revision femoral stem in the event that the Stryker® revision femoral stem fails due to alleged defects in that specific device. However, this Release does include all claims related to underlying medical problems or conditions pre-existing or related to the Affected Products or to any damage to the anatomy by way of the Subject Surgery or Surgeries.

2.6. Notwithstanding any provision to the contrary above, to the extent that the RELEASOR received bilateral Affected Products and only one of those bilateral Affected Products was the subject of a Qualified Revision Surgery this Release applies only to that revised Affected Product and Qualified Revision Surgery, including fear of any future injury or future surgery; all rights being reserved with respect



to the unrevised Affected Product still implanted in the RELEASOR. Likewise, to the extent that the RELEASOR has undergone a Qualified Revision Surgery on one Affected Product but has another Affected Product that has not been revised and has not previously been resolved through the 2014 Settlement Program or 2016 Settlement Program, any claims to the unrevised Affected Product are preserved and not released.

2.7. RELEASOR agrees to forever indemnify, hold harmless, and defend RELEASEES, and each of them, of and from any and all damages or losses or costs of judgments of any type whatsoever, or claims for indemnification or contribution which may later be asserted against or sustained by the parties here released, or any of them, arising out of any claim or demand or suit or action or lien taken by any person, entity, business, firm or corporation, by reason of or arising out of or in connection with any of the matters described herein, including but not limited to claims, demands, suits, actions or liens arising out of or in connection with any breach of RELEASOR'S obligations as set forth in this Release.

2.8. RELEASOR represents and warrants that no portion of any claim, right, demand, or cause of action that s/he may now or hereafter have against RELEASEES, nor any portion of any recovery or settlement to which RELEASOR may be entitled from RELEASEES, has been assigned or transferred to any person, firm or entity, including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand, or suit should be made or instituted against RELEASEES because of any such purported assignment, transfer, or subrogation, RELEASOR agrees to indemnify and hold RELEASEES free and harmless from any such claim, demand, or suit, including reasonable attorney fees.

3. Liens

3.1. RELEASOR agrees to assume, resolve, pay and/or satisfy all outstanding lien or liens, whether past, present or future, known or unknown, in favor of any person, entity, business, firm, corporation or governmental entity or agency, as a result of, or growing out of, any of the matters referred to in this Release. As used herein, "lien" specifically includes, but is not limited to, any obligation, claim, interest or lien asserted by a third party, including but not limited to attorney liens, medical or healthcare liens, alimony liens, disability or lost wage liens, or other interests claimed by a third party. Liens further include, but are not limited to, any interest asserted or held by Medicare, Medicaid or any governmental payer or instrumentality thereof; commercial or private third party payer; or healthcare provider; and any and every type or form of public assistance or social services. RELEASOR further agrees to hold harmless, indemnify and defend the RELEASEES, and each of them, from any liability, damages, costs and expenses (including reasonable attorneys fees and costs) arising from a lien asserted pursuant to this Section, including but not limited to any liability resulting from or arising out of any inaccuracy or incompleteness of any information provided by RELEASOR. Nothing herein shall abrogate or alter the lien resolution provisions, requirements and indemnification obligations stated in Article 15 of the Settlement Agreement, which are incorporated herein and binding on RELEASOR. RELEASOR hereby acknowledges and agrees to comply with the applicable lien resolution procedures, escrow provisions and mechanisms stated in the Settlement Agreement.

3.2. RELEASOR acknowledges that in making payment to RELEASOR pursuant to this Release, RELEASEES are reasonably relying on the representations and warranties made by RELEASOR and RELEASOR'S counsel herein and these representations and warranties are a material inducement to RELEASEES to make payment as part of this Agreement.

3.3. RELEASOR and RELEASEES hereby acknowledge the following: (1) RELEASOR may have in certain circumstances an obligation to reimburse the federal government, its contractors or other public or private entities for benefits paid to or on behalf of such RELEASOR relating to injuries allegedly sustained by RELEASOR; (2) RELEASOR and their counsel are in the best position to determine if any reimbursement obligation exists, including but not limited to any reimbursement obligation to the Medicare Program to ensure that the Medicare Program's interests are properly considered and discharged; (3) If there is a reimbursement obligation to any third party arising from or related to a lien, RELEASOR and his/her counsel are solely responsible to verify, resolve and satisfy such obligation.

3.4. Although RELEASEES have denied RELEASOR'S claims and have not accepted liability for any of RELEASOR'S claims for payment to date, as part of this Settlement Agreement and Release, the parties have considered the Medicare Program's potential past and future interests in this settlement. The parties agree and acknowledge that RELEASOR and his/her counsel are solely and exclusively responsible for addressing such interests. RELEASOR agrees to hold harmless, indemnify and defend the RELEASEES from any and all liability, costs and expenses (including reasonable attorneys fees) resulting from an assertion of non-compliance with same. RELEASOR understands that the receipt of these settlement funds may affect RELEASOR'S rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Despite this possibility, RELEASOR desires to enter into this agreement to settle his/her injury claims as set forth herein.

3.5. RELEASOR understands that should the Medicare Program find that its interests, past or future, with regard to the settlement are not adequately protected, the Medicare Program may require RELEASOR to expend up to the entire settlement amount on Medicare covered expenses related to the injury before Medicare will provide coverage for the injury. RELEASOR voluntarily accepts this risk and waives any and all claims of any nature and/or damages against RELEASEES and RELEASEES' carriers should the Medicare Program or anyone acting on its behalf take such action. RELEASOR agrees and acknowledges that RELEASOR is solely responsible for addressing the Medicare Program's interests with regards to future medical care costs, if any, associated with claims related to the subject matter of this release. RELEASOR releases and waives any Private Cause of Action pursuant to 42 USC Section 1395y(b)(3)(A). RELEASOR agrees to hold harmless and indemnify RELEASEES for any pre-settlement Medicare conditional payments, failure to hold back amounts to cover future payments, or reimbursement of any kind demanded or required by the Medicare Program, its contractors, or any other public or private entity, currently known, discovered or demanded in the future.

3.6. To the extent reasonably requested by RELEASEES, RELEASOR shall provide such information and data as may be needed for RELEASEES to comply with applicable reporting or other notification obligations regarding third party liens or interests; and



shall permit counsel to disclose the status of lien resolution activities to RELEASEES consistent with terms and procedures of this Release and the Master Settlement Agreement.

4. Confidentiality Terms

4.1. Despite the public nature of the national settlement program itself, RELEASOR and RELEASEES recognize that all parties have an interest in maintaining the confidentiality of the amount of any individual Settlement Award Payment. Neither party wishes to publicize the amount of individual Settlement Award Payments. All parties therefore agree not to publicize, or cause to be publicized, the amount of the Settlement 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. The 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 Settlement 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 Settlement Program and instead, the confidentiality herein applies to any Settlement Award Payment specifically conferred on the RELEASOR himself/herself. RELEASOR further agrees that to the extent information covered by this confidentiality provision is subpoenaed or disclosure is required by court order, RELEASOR will immediately inform HOC and its counsel as identified in Section 19.1.1.1 of the Settlement Agreement.

4.2. RELEASOR also agrees that s/he will not disparage RELEASEES or the Affected Products or services by way of any statement to the media or any statement in a publication, on a website, including but not limited to a personal webpage, social networking websites, or in a blog or other public posting. RELEASEES agree that they will not disparage RELEASOR by way of any statement to the media or any statement in a publication, on a website, including but not limited to a webpage, social networking websites, or in a blog or other public posting.

5. Acknowledgement of Comprehension; No Guarantee to Amount of Payment

5.1. RELEASOR is 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, RELEASEES or any other person. RELEASOR understands, acknowledges and accepts the nature, value and sufficiency of the consideration described in this Release, including the possibility, but no guarantee, of a monetary award from the Settlement Program pursuant to the Settlement Agreement. RELEASOR acknowledges that s/he has been provided the opportunity to review the Settlement Agreement and has read this Release, and s/he has had an opportunity to obtain advice from, and ask questions of, counsel of his/her choosing regarding the terms and legal effect of the Settlement Agreement and this Release and his/her decision to participate in the Settlement Program created by the Settlement Agreement.

5.2. Further, to the extent that RELEASOR is represented by Counsel, s/he acknowledges that s/he has been informed of all these matters by RELEASOR'S counsel who is executing a "Certification of Counsel" attached to this Release, and such counsel has answered all RELEASOR'S questions (if any) to his/her satisfaction. RELEASOR further acknowledges that s/he understands this Release and the Settlement Agreement and that there is no guarantee that RELEASOR will receive any specific amount of monetary payment from the Settlement Program. RELEASOR further understands that any amounts paid to him/her will be paid subject to the provisions of the Settlement Agreement and this Release.

5.3. RELEASOR also acknowledges that the Settlement Program and the Settlement Agreement are to resolve the claims of numerous claimants and that the award to RELEASOR may be for a sum different than awards to other Settlement Program Claimants based on the terms of the Settlement Agreement.

6. Waiver of Certain Provisions Regarding Timing of any Payments

6.1. If RELEASOR has any civil action pending in any jurisdiction that has enacted, promulgated or otherwise adopted any law containing provisions that establish a specific time period within which funds, if any, must be paid to RELEASOR in connection with the release of such civil action, RELEASOR hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) his/her rights under any such provisions and (ii) agrees that any decision of any Settlement Program Award and the payment of any Settlement Program Award shall be made solely in accordance with the terms and conditions of the Settlement Program set forth in the Settlement Agreement.

7. Informed Consent and Submission to Authority of Settlement Program

7.1. RELEASOR understands that s/he has the right to make an informed decision regarding participation in the Settlement Program. As such, RELEASOR'S counsel has carefully reviewed with him/her terms of the Settlement Agreement and this Release. RELEASOR also acknowledges that the Claims Administrator, Claims Processor, and Special Master under the Settlement Program and the Settlement Oversight Committee (as identified in Section 19.1.1.2 of the Settlement Agreement) have been available to assist RELEASOR in the informed consent process and to answer any questions that s/he might have had about the Settlement Agreement, this Release, and the Settlement Program.

7.2. RELEASOR also understands and agrees that by enrolling in the Settlement Program and submitting this Release, s/he



is submitting his/her Settlement Program claim to the authority and decisions of those persons specified in the Settlement Agreement, including but not limited to the Claims Administrator, Claims Processor, and any privately appointed Special Master, to whose authority under the Settlement Agreement RELEASOR voluntarily submits and agrees. RELEASOR consents and agrees that the Claims Administrator, Claims Processor, and Special Master making decisions regarding his/her claim to the Settlement Program shall each have 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 Settlement Agreement, and all other rights to judicial or appellate review are waived by RELEASOR. RELEASOR further agrees and consents that, to the extent this Release is later rescinded because the Claims Processor and/or Special Master decides that RELEASOR'S claim is ineligible under the Settlement Program or the Claims Administrator and/or Special Master decide that HOC is able to reject his/her claim under the provisions of the Settlement 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.

8. Common Benefit Deduction

8.1. RELEASOR acknowledges and agrees that any Settlement Award Payment under the Settlement Program is subject to either the common benefit order issued in the MDL venued in the United States District Court for the District of Minnesota or the cost assessment order issued in the MCL venued in the New Jersey Superior Court, Bergen County as set forth in Section 3.2.3 of the Master Settlement Agreement, unless otherwise modified.

9. Severability

9.1. Should any portion, word, clause, phrase, sentence or paragraph of this Release be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. To the fullest extent permitted by applicable Law, RELEASOR hereby (on his/her own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

10. Legal Representatives

10.1. If RELEASOR is 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 the Affected Products and/or Subject Surgery or Surgeries ("allegedly injured person or alleged decedent"), then (i) all references in this Release to his/her injury from the implantation and/or use of the Affected Products and/or Subject Surgery or Surgeries shall also mean the injury from the implantation and/or use of the Affected Products and/or Subject Surgery or Surgeries of such allegedly injured person or decedent, all references in this Release to any person claiming by, through or under, and in relation to, RELEASOR shall also mean any person claiming by, through or under, or in relation to 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, RELEASOR is 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, RELEASOR has or will obtain judicial approval of this Release at his/her own expense, to the extent required under applicable law.

11. Other

11.1. RELEASOR and his/her counsel have reviewed this Release and agree that any rule of construction to the effect that any ambiguity in the interpretation of an agreement is to be resolved against the drafting party shall not apply. This Release shall be construed as if drawn and prepared by all parties hereto jointly. Any uncertainty or ambiguity shall not be interpreted for or against any one party.

11.2. Whenever the singular is used in this Release, it includes the plural. Whenever the feminine gender is used, it includes the masculine or neutral gender. Whenever the word "lien" is used, it includes any and all liens of any type and kind, including but not limited to those provided by law or in contract.

11.3. All capitalized terms bear the same meaning as set forth in the Master Settlement Agreement unless otherwise defined herein.

11.4. In executing this Release, RELEASOR shall be deemed to have executed this Release for him or herself and his/her respective heirs, executors, administrators, successors and assigns.

11.5. Whenever the name of a party released and discharged is used, it shall include the past, present and future shareholders, directors, officers, agents, servants, elective and appointive boards, departments, commissioners, employees, heirs, executors, administrators, successors, predecessors and assigns of the party and all other persons for whose acts or omissions the said party could be held liable, including those identified in the Settlement Agreement.

11.6. This Release may be executed in counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such counterpart containing the signatures of all parties hereto.



SIGNATURE BY RELEASOR AND NOTARIZATION ¹

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

Signature of Releasor:

Printed Name:

Last

First

Middle Initial

Releasor's Social Security Number:

Releasor's Date of Birth:

(mm/dd/yyyy)

Date of Signature:

(mm/dd/yyyy)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the RELEASOR named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that s/he 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 of Notary:

Notary Public in and of the State or Jurisdiction of:

Date Notary Commission Expires:

(mm/dd/yyyy)

Place Notary Seal or Stamp in this Space:

Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

Notary: Check here if your jurisdiction does not require a seal or stamp.

¹ [INSTRUCTION: The Release must be executed with the Personal Signature of the Releasor. If executed **on behalf of** a Product User 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 ²

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:

Last

First

Middle Initial

Social Security Number:

Date of Birth:

(mm/dd/yyyy)

Date of Signature:

(mm/dd/yyyy)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the Spouse/Derivative Claimant named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that s/he 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 of Notary:

Notary Public in and of the State or Jurisdiction of:

Date Notary Commission Expires:

(mm/dd/yyyy)

Place Notary Seal or Stamp in this Space:

Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

Notary: Check here if your jurisdiction does not require a seal or stamp.

² [INSTRUCTION: The Release must be executed with the Personal Signature of any current spouse (with a filed lawsuit) of the RELEASOR and notarized. In connection with any **current (non-litigant), deceased, former, divorced, separated, or estranged spouses** who were spouses at any time from the Index Surgery to the present, the Confidential Indemnification Agreement (In Lieu of a Release by a Current (Non-Litigant), Deceased, Former, Separated, or Estranged Spouse) must be executed and supplied by the RELEASOR together with this executed and notarized Release in lieu of signature by such **current (non-litigant), deceased, former, divorced, separated or estranged spouse.**]



CERTIFICATION OF COUNSEL (COUNSEL FOR RELEASING PARTY)

I, , hereby represent and declare that

("RELEASOR") is currently represented by the undersigned counsel. I have provided RELEASOR with a copy of the Release to which this Certification of Counsel is attached and have made available to RELEASOR 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 RELEASOR'S decision to enroll in the Settlement Program (as defined in the Release), and I answered any and all questions RELEASOR may have had. I hereby certify that RELEASOR, 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 I further agree to be bound by the "Confidentiality" section in this Release.

SIGNATURE BY COUNSEL FOR RELEASING PARTY

Signature:

Printed Name:

Last

First

Middle Initial

Title:

Dated:

(mm/dd/yyyy)



CERTIFICATION OF COUNSEL (COUNSEL FOR SPOUSE/DERIVATIVE CLAIMANT)

I, , hereby represent and declare that ("Spouse/Derivative Claimant") is currently represented by the undersigned counsel. I have provided Spouse/Derivative Claimant with a copy of the Release to which this Certification of Counsel is attached and have made available to Spouse/Derivative Claimant a copy of the Settlement Agreement referred to in the Release (which copies include all attachments). I informed Spouse/Derivative Claimant of the terms and legal effect of all of the foregoing documents and I answered any and all questions Spouse/Derivative Claimant may have had. I hereby certify that Spouse/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 in this Release.

SIGNATURE BY COUNSEL FOR SPOUSE/DERIVATIVE CLAIMANT

Signature:

Printed Name:

Last

First

Middle Initial

Title:

Dated:

(mm/dd/yyyy)



CONFIDENTIAL INDEMNIFICATION AGREEMENT ³
(In Lieu of a Release by a Current (Non-Litigant), Deceased, Former, Separated, or Estranged Spouse)

1. I, [redacted] (“RELEASOR”) have enrolled to participate in the private settlement resolution program (the “Settlement Program”) set forth in the Master Settlement Agreement (the “Settlement Agreement”) dated as of September 9, 2020.
2. RELEASOR has executed the Release for the Qualified Revision Surgery Program (“Release”), which RELEASOR incorporates by reference herein.
3. RELEASOR’S spouse/former spouse is not a named litigant, and/or RELEASOR is no longer in contact with RELEASOR’S spouse/former spouse and RELEASOR is not able to obtain his/her execution of the Release as required under the Settlement Agreement. In further consideration for the terms of the Settlement Agreement, including the provision accepting this indemnity in lieu of a release executed by RELEASOR’S spouse/former spouse, RELEASOR hereby provides this indemnity.
4. RELEASOR hereby agrees and covenants to defend, indemnify and to hold harmless the RELEASEES, their counsel and RELEASOR’S counsel and any referring attorneys or co-counsel, for any claim that RELEASOR’S spouse/former spouse may make in the future (1) seeking entitlement to recover a part of the settlement that RELEASOR will potentially receive through the Settlement Program, and/or (2) making or alleging a loss of consortium or other derivative claim against any or all RELEASEES arising in any way from the implantation, use or removal of the Affected Products or from the Subject Surgery or Surgeries.
5. RELEASOR understands that under the laws of RELEASOR’S 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. RELEASOR understands that [redacted] does not handle matrimonial law and is only representing RELEASOR in RELEASOR’S personal injury claims against HOC and related entities. RELEASOR agrees to take responsibility and follow the law of RELEASOR’S home state regarding the possible distribution or division of RELEASOR’S settlement to RELEASOR’S spouse/former spouse.

³ [INSTRUCTION: In connection with any **current (non-litigant), deceased, former, divorced, separated, or estranged spouses** who were spouses at any time from the Index Surgery to the present, this Confidential Indemnification Agreement (In Lieu of a Release by a Current (Non-Litigant), Deceased, Former, Separated, or Estranged Spouse) **must** be executed with the Personal Signature of the RELEASOR and supplied by RELEASOR together with this executed and notarized Release in lieu of signature by such **current (non-litigant), deceased, divorced, separated or estranged spouse**. If executed **on behalf of** a Product User by a Legal Representative (e.g., legal guardian), evidence of such authority must be attached and submitted with this Confidential Indemnification Agreement (In Lieu of a Release by a Current (Non-Litigant), Deceased, Former, Separated, or Estranged Spouse) executed with the Personal Signature of the Legal Representative and notarized.]



SIGNATURE BY RELEASOR AND NOTARIZATION

IN WITNESS WHEREOF, I have executed this **Confidential Indemnification Agreement (In Lieu of a Release by a Current (Non-Litigant), Deceased, Former, Separated, or Estranged Spouse)** effective as of the date set forth under my name below.

Signature of Releasor:

Printed Name:

Last

First

Middle Initial

Releasor's Social Security Number:

Releasor's Date of Birth:

(mm/dd/yyyy)

Date of Signature:

(mm/dd/yyyy)

NOTARIZATION

BEFORE ME, the undersigned authority, the Person known to be the RELEASOR named above personally appeared on the Signature Date shown and acknowledged under oath to my satisfaction that s/he 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 of Notary:

Notary Public in and of the State or Jurisdiction of:

Date Notary Commission Expires:

(mm/dd/yyyy)

Place Notary Seal or Stamp in this Space:

Notary: Check here if your Notary Commission has no expiration date under the law of your jurisdiction.

Notary: Check here if your jurisdiction does not require a seal or stamp.