

**DEPO-PROVERA - CANADIAN
CLASS ACTION NATIONAL SETTLEMENT AGREEMENT**

Made as of May 11, 2021

Between

NOELIA BRITO

Plaintiff

- and -

PFIZER CANADA ULC AND PFIZER INC.

Defendants

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SCHEDULE “A”: LIST OF PROVINCIAL HEALTH INSURERS1

SCHEDULE “B”: PROVINCIAL HEALTH INSURER CONSENT AND RELEASE1

PREAMBLE & RECITALS

A. The Parties hereby enter into this Settlement Agreement to settle the class proceedings styled *Brito c. Pfizer Canada ULC et Pfizer Inc.*, commenced in the Superior Court of Québec under Court File No. 500-06-000305-058, *Elias and Weibl v. Pfizer Canada Inc. and Pfizer Inc.*, commenced in the Ontario Superior Court of Justice under Court File number CV-05-012802-CP, and *Elaine Bradley v. Pfizer Canada Inc. and Pfizer Inc.*, commenced in the Alberta Court of Queen’s Bench under Court file number 0601-05695, pursuant to the terms and conditions set forth herein, and subject to approval by the Court on a national basis;

B. WHEREAS, the Québec Proceeding was authorized as a national class action by the Court pursuant to the Authorization Order;

C. WHEREAS, the Québec Proceeding alleges, *inter alia*, that the Defendants failed to fulfill legal and statutory obligations by falsely representing the risks associated with the use of the prescription drug Depo-Provera, an injectable contraceptive, which allegations the Defendants deny;

D. WHEREAS, the British Columbia Proceeding was discontinued on a without costs basis on January 17, 2020;

E. WHEREAS, Ontario Class Counsel will seek dismissal of the Ontario Proceeding and Alberta Counsel will seek dismissal of the Alberta Proceeding with respect to the same subject matter and alleging substantially similar causes of action as asserted in the Québec Proceeding, such actions having been filed, but not certified;

F. WHEREAS, the plaintiffs in the Ontario Proceeding and Alberta Proceeding are members of the Class and reserve the right to file a claim pursuant to the Compensation Protocol (as further particularized below);

G. WHEREAS, the Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful or otherwise actionable conduct alleged in the Proceedings or otherwise and in fact deny any such allegations;

H. WHEREAS, the Parties intend by this Settlement Agreement to resolve all claims for damages alleged to be due in any way related to (a) the use of Depo-Provera and the loss of bone mineral density by Class Members and (b) the Provincial Health Insurers' claims with respect to Class Members (as further particularized below);

I. WHEREAS, counsel to the Parties have conducted settlement negotiations in good faith and at arm's-length to come to the within resolution;

J. WHEREAS, the Plaintiff, Class Counsel, and the Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Released Parties or evidence of the truth of any of the Plaintiff's allegations against the Released Parties;

K. WHEREAS, the Plaintiff and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to Class Members and is fair, reasonable, and in the best interests of Class Members based on an analysis of the facts and applicable law, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective, and assured method provided in this Settlement Agreement of resolving the claims of Class Members;

L. WHEREAS, the Defendants have similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, uncertainty, and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of Class Members;

M. WHEREAS, the Parties intend by this Settlement Agreement to finally resolve, on a national basis, without admission of liability, the Proceedings and all the claims of Class Members for or relating in any way to the use of Depo-Provera and the loss of bone mineral density;

N. WHEREAS, the Parties shall seek an order approving this Settlement Agreement; and

O. WHEREAS, the Provincial Health Insurers have confirmed, or shall confirm, that they will not object to court approval of this Settlement Agreement, and they will accept a payment, as provided for in the Compensation Protocol, in satisfaction of all Provincial Health Insurer Rights

of Recovery that they may have, whether by subrogation or by independent right of action, respecting the Class Members' use of Depo-Provera and bone mineral density loss;

P. NOW THEREFORE, subject to the issuance of the Settlement Approval Order, this Settlement Agreement embodies the terms of the resolution of all claims of Class Members and of the Provincial Health Insurers.

SECTION 1 - DEFINITIONS

Unless a particular section of this Settlement Agreement explicitly provides for another interpretation, the following terms, as used in this Settlement Agreement and its exhibits, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and vice versa, where appropriate. Feminine pronouns and female references shall be deemed to include the masculine, and vice versa, where appropriate.

- (a) **“Alberta Proceeding”** means *Elaine Bradley v. Pfizer Canada Inc. and Pfizer Inc.*, commenced in the Alberta Court of Queen’s Bench under Court file number 0601-05695;
- (b) **“Alberta Counsel”** means Guardian Law Group LLP;
- (c) **“Authorization Order”** means the order of the Court dated May 28, 2008 in respect of the authorization of the Québec Proceeding under article 1003 of the *Québec Code of Civil Procedure*, CQLR c C-25;
- (d) **“British Columbia Proceeding”** means *Teresa Grove v. Pfizer Canada Inc. and Pfizer Inc.*, commenced in the British Columbia Supreme Court under Court File number L-053090;
- (e) **“Claimant”** means each Class Member who files a claim pursuant to the Compensation Protocol; and
- (f) **“Claims Administration Costs”** means all costs, other than Class Counsel Legal Fees, required to implement this Settlement Agreement, including without limitation, costs required to satisfy the notice provisions;

- (g) **“Claims Administrator”** means the administrator approved by the Court to assist in implementing the Settlement Agreement;
- (h) **“Class”** means every person domiciled in Canada who used Depo-Provera and claims to be suffering or to have suffered a loss of bone mineral density owing to the use of Depo-Provera before May 31, 2010;
- (i) **“Class Counsel”** means Québec Class Counsel and Ontario Class Counsel;
- (j) **“Class Counsel Legal Fees”** means all legal fees, disbursements and applicable taxes in respect of all legal services provided by Class Counsel or any other law firm, as approved by the Court, but does not include fees for legal services for the benefit of a particular Class Member (which are payable by the Class Member);
- (k) **“Class Settlement Amount”** means the Settlement Amount less the Provincial Health Insurers Settlement Amount, and is inclusive of all interest, taxes, costs, Class Counsel Legal Fees, and Claims Administration Costs;
- (l) **“Class Members”** means members of the Class;
- (m) **“Compensation Protocol”** means the Court-approved plan for administering this Settlement Agreement and distributing the Net Class Settlement Amount to Class Members and Net Provincial Insurers Settlement Amount to the Provincial Health Insurers and which forms part of this Settlement Agreement;
- (n) **“Court”** means the Superior Court of Québec;
- (o) **“Depo-Provera”** means DEPO-PROVERA, a contraceptive marketed by the Defendants in the form of an injection;
- (p) **“Defendants”** means Pfizer Canada ULC and Pfizer Inc.;
- (q) **“Defendants’ Counsel”** means the law firm of Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l. and such other legal counsel as may represent the Defendants in respect of the Proceedings;

- (r) **“Dismissal Order”** means an order, in a form to be agreed between the Parties, that grants dismissal and/or termination with prejudice and without reservation of either the Ontario Proceeding or Alberta Proceeding as it relates to the Defendants, and as may be necessary and appropriate, to conclude related litigation and give effect to this Settlement Agreement across Canada;
- (s) **“Effective Date”** means the date on which: (i) evidence of approval/consent to this Settlement Agreement from each Provincial Health Insurer has been secured and provided to Defendants’ Counsel; and (ii) the Settlement Approval Order becomes a Final Order;
- (t) **“Final Order”** means any order contemplated by this Settlement Agreement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal;
- (u) **“Hearing and Distribution Notice”** means the notice (in long and abridged form) approved by the Court, in a form agreed to by the Parties, in English and French, which advises Class Members of the hearing to approve the settlement provided for in this Settlement Agreement and of the distribution of the Net Class Settlement Amount and Net Provincial Insurers Settlement Amount in accordance with the Compensation Protocol;
- (v) **“Hearing and Distribution Notice Order”** means the order of the Court that approves the Hearing and Distribution Notice and Hearing and Distribution Notice Plan, in a form agreed to by the Parties;
- (w) **“Hearing and Distribution Notice Plan”** means the method by which the Hearing and Distribution Notice is disseminated, in a form agreeable to the Parties and approved by the Court;
- (x) **“Net Class Settlement Amount”** means the Class Settlement Amount less the amounts payable in respect of Claims Administration Costs and Class Counsel Legal Fees;

- (y) **“Non-Refundable Expenses”** means the costs of publishing and distributing the Hearing and Distribution Notice, including the associated professional fees, and any Claims Administration Costs incurred prior to any termination of this Settlement Agreement pursuant to section 4;
- (z) **“Ontario Class Counsel”** means Siskinds LLP;
- (aa) **“Ontario Proceeding”** means *Elias and Weibl v. Pfizer Canada Inc. and Pfizer Inc.*, commenced in the Ontario Superior Court of Justice under Court File number CV-05-012802-CP;
- (bb) **“Parties”** (individually, a “Party”) means the Plaintiff and the Defendants;
- (cc) **“Plaintiff”** means Noelia Brito;
- (dd) **“Proceedings”** means the Québec Proceeding, the Ontario Proceeding and the Alberta Proceeding;
- (ee) **“Provincial Health Insurers”** means all provincial and territorial Ministries of Health, or equivalents, and/or provincial and territorial plans funding medical services throughout Canada as listed on Schedule “A” hereto;
- (ff) **“Provincial Health Insurer Consent and Release”** means the form of Release, attached hereto as Schedule “B”, to be executed in exchange for any payment hereunder to a Provincial Health Insurer;
- (gg) **“Provincial Health Insurer Rights of Recovery”** means all statutory authority for the recovery of costs of insured health or medical services from third parties, as defined in the empowering legislation of each jurisdiction and listed on Schedule “A” hereto;
- (hh) **“Provincial Health Insurers Settlement Amount”** means CAD \$262,500.00 and includes applicable Class Counsel Legal Fees;
- (ii) **“Québec Class Counsel”** means Belleau Lapointe LLP;

(jj) **“Québec Proceeding”** means *Brito c. Pfizer Canada ULC et Pfizer Inc.* commenced in the Superior Court of Québec under Court File No. 500-06-000305-058;

(kk) **“Released Claims”** means:

- (i) For all Releasers other than the Provincial Health Insurers, any and all legal, equitable, administrative or other claims of any kind, regardless of the legal, equitable, statutory or other theory on which they are based, including all known, and unknown claims, actions, demands, causes of action, cross-claims, counterclaims, obligations, contracts, indemnity, contribution, suits, debts, sums, accounts, controversies, rights, damages, costs, lawyers’ fees, administration costs, losses, expenses, and all liabilities whatsoever, whether class, individual or otherwise in nature, including direct, contingent or absolute, accrued, mature, derivative, subrogated, personal, assigned, discovered, undiscovered, suspected, unsuspected, disclosed, undisclosed, asserted, unasserted, known, unknown, inchoate, or otherwise relating in any way to any conduct anywhere:
 - 1) arising directly or indirectly out of, relating to, or in any way connected with Depo-Provera and the loss of bone mineral density;
 - 2) that have been brought or could be brought by the Class that relate to Depo-Provera and the loss of bone mineral density;
 - 3) relating to the creation, design, manufacture, testing, distribution, promotion, advertising, sale, administration, research, development, efficacy, inspection, clinical investigation, licensing, regulatory approval or authorization, packaging, labelling, use, marketing, recommendation, ingestion, compliance with regulatory obligations or reporting requirements, warnings and post-sale warnings, packaging, instructions for use, condition, promises, and any other matter arising out of, relating to, resulting from, or in any way connected with or related to Depo-Provera and the loss of bone mineral density; and/or
 - 4) any alleged representations, promises,

statements, warranties (express or implied) or guarantees given or made by anyone affiliated with or representing the Released Parties relating to Depo-Provera and the loss of bone mineral density; and

- (ii) For the Provincial Health Insurers, any and all manner of claims which a Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to a Provincial Health Insurer Rights of Recovery, whether known or unknown, direct or indirect, subrogated or otherwise, relating in any way to the design, manufacture, sale, distribution, labelling, purchase and/or use of Depo-Provera and the loss of bone mineral density by Class Members, including, without limitation and by way of example, all subrogated and/or direct claims in respect of Class Members that were or could have been brought by the Provincial Health Insurers for the cost of medical care and treatment provided to Class Members, as well as medical screening and monitoring, arising from the facts alleged in the Proceedings.
- (ll) **“Released Parties”** means, jointly and severally, individually and collectively, the Defendants as well as their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, associated companies and divisions, employees, officers, directors, agents, law firms, attorneys, advisors, principals, partners, members, transferees, heirs, executors, trustees, and administrators;
- (mm) **“Releasors”** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members and all of their present, future and former representatives, predecessors, successors, heirs, executors, administrators, insurers and assigns;
- (nn) **“Settlement Agreement”** means this agreement, including its recitals, exhibits and schedules;
- (oo) **“Settlement Amount”** means CAD \$2,176,250.00, inclusive of the Class Settlement Amount and the Provincial Health Insurers Settlement Amount;

- (pp) **“Settlement Approval Order”** means the order or judgment issued by the Court approving the Settlement Agreement;
- (qq) **“Trust Account”** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) under the control of Class Counsel or the Claims Administrator, once appointed, for the benefit of the Claimants and Provincial Health Insurers as provided for in this Settlement Agreement.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure a prompt, complete and final declaration of settlement out of court of the Québec Proceeding as against the Defendants and to obtain a Dismissal Order in the Ontario Proceeding and the Alberta Proceeding. Pending approval of this Settlement Agreement, the Parties agree to hold the Proceedings in abeyance.

2.2 Application Seeking Approval of Hearing and Distribution Notice

(1) The Plaintiff shall file an application with the Court, on consent of the Defendants, as soon as practicable after this Settlement Agreement is executed, for an order approving the Hearing and Distribution Notice and Hearing and Distribution Notice Plan (the “Hearing and Distribution Notice Order”).

2.3 Application Seeking Settlement Approval Order

(1) The Plaintiff shall file an application with the Court for the Settlement Approval Order after:

- (a) the Hearing and Distribution Notice Order has been rendered; and
- (b) the Hearing and Distribution Notice has been provided to Class Members in accordance with the Hearing and Distribution Notice Order.

(2) Prior to the hearing of the application for the Settlement Agreement approval, Class Counsel will confirm receipt of all of the executed Provincial Health Insurer Consent and Releases to Defendants' Counsel.

2.4 Pre-Application Confidentiality

(1) Until the application required by section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of Defendants' Counsel and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law. Nothing in this section shall bar counsel from communicating with clients or the Provincial Health Insurers, provided that they shall also be required to maintain confidentiality consistent with the provisions of this section.

2.5 Dismissal of Ontario Proceeding and Alberta Proceeding

(1) Once the Court has rendered the Settlement Approval Order, Ontario Class Counsel will file a motion seeking a Dismissal Order of the Ontario Proceeding and Alberta Counsel will file a motion seeking a Dismissal Order of the Alberta Proceeding on consent of the Defendants, and on a without costs basis.

SECTION 3 - NOTICE TO THE CLASS

3.1 Hearing and Distribution Notice

(1) The costs of publishing and distributing the Hearing and Distribution Notice, including the associated professional fees, will be paid out of the Class Settlement Amount.

(2) The Parties shall cooperate, assist one another and the Claims Administrator, and undertake all reasonable actions in order to ensure that the Hearing and Distribution Notice is disseminated in a timely manner by the Claims Administrator.

3.2 Notice of Termination

(1) If this Settlement Agreement is terminated and the Court orders that notice be given to the Class, the Defendants will cause any such notice, in a form approved by the Court, to be published and disseminated as the Court directs.

(2) If this Settlement Agreement is terminated, the Defendants shall be solely liable for the Non-Refundable Expenses and any costs which may arise as described in section 3.2(1).

SECTION 4 - SETTLEMENT AMOUNT

4.1 Payment of Settlement Amount

(1) The Defendants shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account within 60 days of execution of this Settlement Agreement.

(2) Payment of the Settlement Amount shall be made by wire transfer. At least ten (10) days prior to the payment of the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount shall be provided in full satisfaction of the Released Claims against the Released Parties.

(4) Except as provided in section 3.2, the Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.

4.2 Trust Account

(1) Once the appointment of the Claims Administrator has been approved by the Court, Class Counsel shall transfer control of the Trust Account to the Claims Administrator.

(2) Class Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement and shall not pay out all or any part of the money in the Trust Account, except in accordance with this Settlement Agreement, the Compensation Protocol, or in accordance with an order of the Court obtained after notice to the Parties.

4.3 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Claimants and shall become and remain part of the Trust Account and the Settlement Amount.

(2) All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments.

(3) The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the money in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid pursuant to section 5.2(1)(c) and (d) to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

4.4 Compensation Protocol

(1) Class Counsel will draft the Compensation Protocol, to be approved by the Court. The Defendants shall have no involvement in the formulation, drafting, or approval of the Compensation Protocol, except that Class Counsel may consult with the Defendants and/or Defendants' Counsel to formulate the Compensation Protocol at Class Counsel's sole discretion. The Compensation Protocol will include reporting obligations to both Parties regarding the number of claims, types of claims and amounts paid at the end of the claims process.

(2) Upon approval by the Court, the Compensation Protocol will be provided to the Claims Administrator for use in determining the amount to which each Provincial Health Insurer will be entitled, and the amount each eligible Claimant may be entitled to claim from the Net Class Settlement Amount.

4.5 Claims and Claimants

(1) Class Members and Provincial Health Insurers shall be eligible for the relief provided for in this Settlement Agreement and the Compensation Protocol.

(2) Claims shall be submitted by Class Members in the manner contemplated by the Compensation Protocol, or in any other manner approved by the Court. No payment shall be made in accordance with the Compensation Protocol before the Effective Date.

4.6 Cy Près Distribution

(1) Any funds remaining after distribution of the Net Class Settlement Amount pursuant to the Compensation Protocol, whether as a result of failure of Class Members to make claims or as a result of cheques having become stale dated and/or such other forms of payment as may be made having otherwise expired without having been claimed, will constitute an unclaimed balance (the “Balance”) for distribution as set forth below:

- (a) the Fonds d’aide aux actions collectives will be entitled to receive a percentage of the portion of the Balance, if any, attributable to Class Members residing in Quebec, which percentage shall be determined in accordance with the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, CQLR c F-3.2.0.1.1, r. 2. The Parties agree that, for the purpose of this Settlement Agreement, the portion of the Balance attributable to Class Members residing in Québec is 23% of the Balance; and
- (b) the remaining portion of the Balance, if any, shall be distributed to Osteoporosis Canada.

SECTION 5 - TERMINATION

5.1 General

(1) Termination rights are as follows:

- (a) The Defendants shall have the right to terminate this Settlement Agreement in the event that:
 - (i) any of the Provincial Health Insurers do not confirm their approval of this Settlement Agreement; or
 - (ii) the Ontario Superior Court of Justice or Alberta Court of Queen’s Bench does not issue a Dismissal Order.

- (b) The Plaintiff shall have the right to terminate this Settlement Agreement in the event that the Defendants fail to pay the Settlement Amount in accordance with this Settlement Agreement.
- (c) Each of the Parties shall have the right to terminate this Settlement Agreement in the event that:
 - (i) a Settlement Approval Order is denied or does not become a Final Order; or
 - (ii) the Court approves this Settlement Agreement in a materially modified form that is not agreed to by both the Plaintiff and the Defendants.

(2) Any order, ruling or determination made by the Court with respect to Class Counsel Fees shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

(3) A Party choosing to terminate this Settlement Agreement according to subsection 5.1 (1) shall do so by notifying the other Party according to subsection 10.8 of the Settlement Agreement within 30 days of the event giving rise to the right of termination.

5.2 Effect of Termination

- (1) In the event this Settlement Agreement is terminated in accordance with its terms:
 - (a) it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms, except as specifically provided in this Settlement Agreement;
 - (b) all negotiations, statements, and proceedings relating to this Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before this Settlement Agreement was executed;

- (c) Class Counsel shall return to the Defendants the Settlement Amount and any interest earned on the Settlement Amount in the Trust Account or otherwise, less the Non-Refundable Expenses, within 30 days of the Termination Order;
- (d) the return of the amount described at subsection 5.2 (1) c) shall be made by wire transfer. At least ten (10) days prior to the return of this amount becoming due, the Defendants will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details; and
- (e) the Parties shall be returned to the status quo ante in respect of the Proceedings.

5.3 Survival

(1) Notwithstanding subsection 5.2(1) of this Settlement Agreement, if this Settlement Agreement is terminated, the provisions of this section, as well as subsections 3.2, 4.3(3), 5.2(1)(c) and (d), 5.4, 6.2 and 6.3 and the definitions of this Settlement Agreement applicable thereto, shall survive termination and shall continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of interpreting these sections of this Settlement Agreement, but for no other purposes.

5.4 Termination Order

(1) If this Settlement Agreement is terminated, the Party exercising a termination right shall, within thirty (30) days after termination, apply to the Court, on notice to the Claims Administrator, for an order:

- (a) declaring this Settlement Agreement null and void and of no force or effect except for the provisions of those sections listed in section 5.3(1) of this Settlement Agreement; and
- (b) setting aside the Settlement Approval Order in accordance with the terms of this Settlement Agreement.

(2) Any dispute about the termination of this Settlement Agreement, shall be brought to the Court by application on notice to the Parties.

SECTION 6 - EFFECT OF SETTLEMENT

6.1 Release of the Released Parties

(1) On the Effective Date, each Class Member and Provincial Health Insurer, whether or not they submit a claim or otherwise receive compensation, shall be deemed by this Settlement Agreement to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from the Released Claims.

6.2 No Admission of Liability

(1) The Plaintiff and the Released Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Released Parties, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiff.

6.3 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a pending or future proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

6.4 No Further Litigation

(1) Except with respect to the enforcement or administration of this Settlement Agreement, neither the Plaintiff nor Class Counsel (whether directly or via local counsel in any Canadian

Province or Territory) may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims. Moreover, subject to the other terms of this Settlement Agreement, the Plaintiff and Class Counsel (whether directly or via local counsel in any Canadian Province or Territory) may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available (so long as the information does not become publicly available through a breach of this section) or unless ordered to do so by a court of competent jurisdiction.

SECTION 7 - AMENDMENTS TO THIS SETTLEMENT AGREEMENT

(1) The Parties may amend this Settlement Agreement in writing, by consent and upon approval of the Court.

SECTION 8 - LEGAL FEES AND DISBURSEMENTS

8.1 Fee Approval

(1) Class Counsel shall bring an application to the Court for the determination of Class Counsel Legal Fees to be paid from the Settlement Amount.

(2) The approval of this Settlement Agreement is not contingent on the outcome of any application regarding Class Counsel Legal Fees.

(3) Class Counsel shall not be precluded from making additional applications to the Court for expenses incurred as a result of implementing the terms of this Settlement Agreement. All amounts awarded on account of Class Counsel Legal Fees shall be paid from the Settlement Amount.

8.2 Individual Claims

(1) Class Members who retain lawyers to assist them in making their individual claims for compensation pursuant to this Settlement Agreement or to appeal the classification or rejection of their claim for compensation, shall be responsible for the legal fees and expenses of such lawyers.

SECTION 9 - CLAIMS ADMINISTRATOR

9.1 Appointment of Claims Administrator

(1) The Parties have agreed to jointly propose Collectiva Class Action Services as Claims Administrator to be appointed by the Court for the purpose of processing and classifying claims and paying claims as provided in this Settlement Agreement and under the authority of the Court. The Claims Administrator shall follow the Compensation Protocol.

(2) The Claims Administrator shall be bilingual (French/English).

9.2 Confidentiality Obligations

(1) The Claims Administrator and any person appointed by the Claims Administrator to assist in the processing of claims must sign and adhere to a confidentiality statement by which they agree to keep confidential any information concerning Class Members, and the Claims Administrator shall institute procedures to ensure that the identity of all Class Members, and all information regarding their claims and submissions, will be kept confidential and not be provided to persons except as may otherwise be provided in this Settlement Agreement (including the Compensation Protocol) or as may be required by law.

9.3 Removal of the Claims Administrator

(1) The Claims Administrator shall be subject to removal by the Court for cause. In the event of such removal, any successor Claims Administrator shall be identified and appointed as set forth in section 9.1(1).

SECTION 10 - MISCELLANEOUS PROVISIONS

10.1 Ongoing Authority

(1) The Court shall retain exclusive and continuing jurisdiction over the approval, implementation and administration, interpretation and enforcement of this Settlement Agreement and the Plaintiff, Class Members, and Defendants attorn to the jurisdiction of the Court for such purposes.

(2) Class Counsel or the Defendants may apply to the Court for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(3) All applications and motions contemplated by this Settlement Agreement shall be on notice to the Plaintiff and Defendants, as applicable.

10.2 Negotiated Agreement

(1) This Settlement Agreement is the product of arm's length negotiations between Class Counsel and Defendants' Counsel. No Party shall be deemed to be the drafter of this Settlement Agreement or any provisions hereof. No presumption shall be deemed to exist in favour of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.

(2) This Settlement Agreement shall be binding on the Parties regardless of any change in the law that might occur after the date each Party signed this Settlement Agreement.

10.3 Entire Agreement

(1) This Settlement Agreement, including its recitals and exhibits, as well as other documents expressly referred to and defined herein (*e.g.* the Hearing and Distribution Notice, the Hearing and Distribution Notice Plan and the Provincial Health Insurer Release) constitutes the entire agreement by and among the Parties with regard to the subject matter of this Settlement Agreement and shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

10.4 Counterparts

(1) This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.5 Governing Law

(1) This Settlement Agreement shall be governed by and interpreted pursuant to the laws of Québec.

10.6 Severability

(1) If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision and the remainder shall be effective as though such provision had not been contained herein.

10.7 Dates

(1) Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and, as necessary, with the approval of the Court.

10.8 Party Notification

(1) Any notification, request, instruction, or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) shall be in writing and shall be addressed as follows:

(a) If to: THE PLAINTIFF and/or CLASS COUNSEL,

Maxime Nasr
Violette Leblanc
Belleau Lapointe LLP
300, Place d'Youville, office B-10
Montréal, QC H2Y 2B6
Tel.: (514) 987-6700
Fax: (514) 987-6886
Email: mnasr@belleaulapointe.com
vleblanc@belleaulapointe.com

Charles M. Wright
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Tel.: (519) 672-2121
Fax: (519) 672-6065
Email: charles.wright@siskinds.com

(b) If to: PFIZER CANADA ULC and/or PFIZER INC.

Paul Prosterman
Randy Sutton

Norton Rose Fulbright Canada LLP
1 Place Ville Marie, Suite 2500
Montréal, QC H3B 1R1
Tel.: (514) 847-4747
Fax: (514) 286-5474
Email: paul.prosterman@nortonrosefulbright.com
randy.sutton@nortonrosefulbright.com

10.9 French Translation

- (1) The Defendants shall prepare a French translation of this Settlement Agreement.
- (2) In case of any ambiguity or dispute about interpretation, the English version is official and shall prevail.

10.10 English Language Clause

- (1) Les parties ont convenu que cette Entente de règlement soit rédigée en anglais.

10.11 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she, they, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, them, or the Party's representative by his, her or its counsel;
 - (c) he, she, they, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

10.12 Authorized Signatures

- (1) Each of the undersigned represents that he, she or they is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

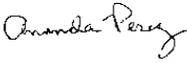
10.13 Date of Execution

- (1) The Parties have executed this Settlement Agreement as of the date on the cover page.

PFIZER CANADA ULC, by duly authorized representative

By: 
Name: Jonathan Cullen
Title: Vice President, Legal Affairs

PFIZER INC., by duly authorized representative

By: 
Name: **Amanda T. Perez**
Title: **Vice President, Civil Litigation**

NOELIA BRITO, by Quebec Class Counsel, Ontario Class Counsel and Alberta Counsel

By: _____
Maxime Nasr
Belleau Lapointe LLP
300, Place d'Youville, office B-10
Montréal, QC H2Y 2B6
Email: mnasr@belleaulapointe.com

By: _____
Charles M. Wright
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Email: charles.wright@siskinds.com

By: _____
Clint Docken, Q.C.
Guardian Law
Ground Floor, Riverfront Pointe
342 4 Avenue S.E.
Calgary, AB T2G 1C9
Email: cdocken@guardian.law

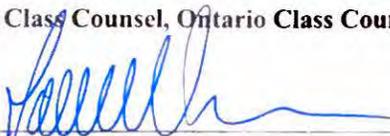
PFIZER CANADA ULC, by duly authorized representative

By: _____
Name: _____
Title: _____

PFIZER INC., by duly authorized representative

By: _____
Name: _____
Title: _____

NOELIA BRITO, by Quebec Class Counsel, Ontario Class Counsel and Alberta Counsel

By: 
Maxime Nasr
Belleau Lapointe LLP
300, Place d'Youville, office B-10
Montréal, QC H2Y 2B6
Email: mnasr@belleaulapointe.com

By: 
Charles M. Wright
Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Email: charles.wright@siskinds.com

By: 
Clint Docken, Q.C.
Guardian Law
Ground Floor, Riverfront Pointe
342 4 Avenue S.E.
Calgary, AB T2G 1C9
Email: cdocken@guardian.law

SCHEDULE “A”: LIST OF PROVINCIAL HEALTH INSURERS

Province/ Territory	Ministry / Department	Legislation	Right of Recovery
Nova Scotia	Minister of Health and Wellness Department of Health and Wellness	<i>Health Services and Insurance Act</i> , RSNS 1989, c 197	“cost of the care, services and benefits”
New Brunswick	Minister of Health Executive Council	<i>Medical Services Payment Act</i> , RSNB 1973, c M-7 <i>Prescription and Catastrophic Drug Insurance Act</i> , RSNB 2014, c 4 <i>Health Services Act</i> , RSNB 2014, c 112	“entitled services” “benefits” “entitled services”
Prince Edward Island	Minister of Health and Wellness	<i>Health Services Payment Act</i> , RSPEI 1988, c H-2 <i>Hospital and Diagnostic Services Insurance Act</i> , RSPEI 1988, c H-8	“basic health services” “insured services”
Newfoundland and Labrador	Minister of Health and Community Services	<i>Medical Care and Hospital Insurance Act</i> , SNL2016 cM-5.01	“insured services”
Ontario	Minister of Health and Long-Term Care	<i>Health Insurance Act</i> , RSO 1990 c H 6 <i>Home Care and Community Services Act</i> 1994, S.O., 1994, c.26	“insured services” “approved services”
Manitoba	Minister of Health, Seniors and Active Living	<i>Health Services Insurance Act</i> , CCSM, 2015 c H35	“insured services”
Saskatchewan	Minister of Health	<i>The Health Administration Act</i> , SS 2014, c E-13.1	“health services”

Province/ Territory	Ministry / Department	Legislation	Right of Recovery
Québec	Régie de l'assurance maladie du Québec	<i>Health Insurance Act</i> , 2017 CQLR c A-29 <i>Hospital Insurance Act</i> , CQLR c A-28	“insured services”
Yukon	Minister of Health and Social Services	<i>Hospital Insurance Services Act</i> , RSY 2002, c 112 <i>Health Care Insurance Plan Act</i> , RSY 2002, c.107 <i>Travel for Medical Treatment Act</i> , SY 2002, c. 222	“insured services” “insured health services” “travel expenses”
Northwest Territories and Nunavut	Minister of Health and Social Services	<i>Hospital Insurance and Health and Social Services Administration Act</i> , RSNWT 1998, c T-3 <i>Medical Care Act</i> , R.S.N.W.T. 1988, c.M-8	“insured services”
Alberta	Minister of Health	<i>Crown’s Right of Recovery Act</i> , SA 2009, c C-35	“the Crown’s cost of health services”
British Columbia	Minister of Health	<i>Healthcare Costs Recovery Act</i> , SBC 2008 c. 27	“health care services”

SCHEDULE “B”: PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS [province specific legislation] provides for a Provincial Health Insurer Right of Recovery;

AND WHEREAS proceedings were commenced in Québec, Ontario and Alberta against the Defendants on behalf of classes of Canadian residents who used Depo-Provera and claim to have suffered a loss of bone mineral density (the “**Proceedings**”);

AND WHEREAS pursuant to the Settlement Agreement, the Proceedings and the claims of Class Members for or relating in any way to Depo-Provera and bone mineral density loss are to be fully resolved, on a national basis, without admission of liability;

AND WHEREAS [the Provincial Health Insurer] hereby consents to the Settlement Agreement;

AND WHEREAS pursuant to the Settlement Agreement, Class Members will have an opportunity to submit individual claims for settlement benefits;

AND WHEREAS the definitions contained in the Settlement Agreement apply hereto for all capitalized terms not otherwise defined herein;

IN CONSIDERATION OF the payment to be made from the Provincial Health Insurers Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, ● on behalf of [the Provincial Health Insurer] (hereinafter “**Releasor**”), release any and all manner of claims which the Releasor ever had, now has or hereafter can, shall or may have pursuant to a Provincial Health Insurer Rights of Recovery, whether known or unknown, direct or indirect, subrogated or otherwise, relating in any way to the design, manufacture, sale, distribution, labelling, purchase and/or use of Depo-Provera and bone mineral density loss by Class Members, including, without limitation and by way of example, all subrogated and/or direct claims in respect of Class Members that were or could have been brought by the Releasor for the cost of medical care and treatment provided to Class Members, as well as medical screening and monitoring, arising from the facts alleged in the Proceedings against Released Parties.

AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL/TERRITORIAL HEALTH INSURER REPRESENTS AND CONFIRMS that s/he has authority to bind the Releasor.

AND THE RELEASOR ACKNOWLEDGES and agrees that s/he has not been induced to execute this Release by reason of any representation or warranty of any nature or kind whatsoever and that there is no condition express or implied or collateral agreement affecting the said release.

AND FOR THE SAID CONSIDERATION the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Released Parties, including any person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by the Defendants, in respect of those matters to which this release applies.

AND IT IS UNDERSTOOD that Released Parties, and each of them, do not admit any liability to the Releasor or others and that such liability is specifically and expressly denied.

IN WITNESS WHEREOF the Releasor ● has hereunto set his/her hand and seal this
day of _____, 2020.

Printed name of the witness

Printed name of the statutorily designated official for the
Provincial Health Insurer on behalf of the Province of

Signature of the witness

Signature of the statutorily designated official for the
Provincial Health Insurer on behalf of the Province of
