Attorney General Doug Peterson

News Release

FOR IMMEDIATE RELEASE
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Attorney General Doug Peterson and 50 Other State Attorneys General Reach a $13.5 Million Consumer Settlement with Boehringer Ingelheim Pharmaceuticals, Inc. Concerning Its Off-Label Promotion of Four Prescription Drugs

The Attorneys General have reached a $13.5 million settlement with Boehringer Ingelheim Pharmaceuticals, Inc. (BIPI) regarding the alleged off-label marketing and misleading promotion of four of its prescription drugs: Micardis®, Aggrenox®, Atrovent®, and Combivent®.

The settlement resolves allegations that BIPI engaged in unfair and deceptive conduct by making misrepresentations about the above-mentioned prescription drugs and by representing that these prescription drugs had sponsorship, approval, characteristics, ingredients, uses, benefits, quantities, or qualities that they did not have. Specifically, the States allege BIPI: (1) misrepresented that its antiplatelet drug, Aggrenox®, was effective for many conditions "below the neck", such as heart attacks and congestive heart failure, and that it was superior to Plavix® without evidence to substantiate that claim; (2) misrepresented that Micardis® protected patients from early morning strokes and heart attacks and treated metabolic syndrome; (3) misrepresented that Combivent® could be used as a first-line treatment for bronchospasms associated with chronic obstructive pulmonary disease (COPD); and (4) falsely stated that Atrovent® and Combivent® could be used at doses that exceeded the maximum dosage recommendation in the product labeling and that they were essential for treatment of COPD.

The Consent Judgment requires BIPI to ensure that its marketing and promotional practices do not unlawfully promote these prescription drug products. Specifically, BIPI will:

- Limit product sampling of the four drugs to health care providers whose clinical practice is consistent with the product labeling;
- Refrain from offering financial incentives for sales that may indicate off-label use of any of the four drugs;
- Ensure clinically relevant information is provided in an unbiased manner that is distinct from promotional materials; and
- Provide that requests for off-label information regarding any of the four drugs are referred to BIPI's Medical Division.

Kansas and Pennsylvania led the Executive Committee, which also includes Attorneys General from Arizona, District of Columbia, Illinois, Indiana, Nevada, Tennessee, and Texas.

All 50 states and the District of Columbia are participating in the settlement.

(Consent Judgment is attached)

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IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

STATE OF NEBRASKA, ex rel. DOUGLAS J. PETERSON, ATTORNEY GENERAL, **Plaintiff,** **v.** **BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.,** **Defendant.**	CI 17- 4482

LANCASTER COUNTY
2017 DEC 20 AM 8 02
CLERK OF THE DISTRICT COURT

AGREEMENT TO ENTRY OF FINAL CONSENT JUDGMENT

AND NOW, comes the Plaintiff, the State of Nebraska, ex rel. Douglas J. Peterson, the Attorney General, and Meghan E. Stoppel, Assistant Attorney General, having filed a Complaint against Defendant Boehringer Ingelheim Pharmaceuticals, Inc. ("BIPI"), requesting an injunction and other relief in this matter pursuant to the Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq. ("Consumer Protection Act") and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq. ("Uniform Deceptive Trade Practices Act") alleging BIPI committed violations of the aforementioned Acts. Plaintiff and Defendant have consented to entry by the Court of this Agreement to Entry of Final Consent Judgment ("Agreement") without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. BIPI agrees to be bound by the terms of this Agreement.

NOW THEREFORE, upon the consent of the Parties hereto, **IT IS HEREBY AGREED AS FOLLOWS:**

1. PARTIES

1.1 Plaintiff, Douglas J. Peterson, is the duly elected, qualified, and acting Attorney General of the State of Nebraska. The Attorney General is responsible for enforcement of Nebraska consumer protection laws, including, but not limited to, the Consumer Protection Act and the Uniform Deceptive Trade Practices Act.

1.2 Defendant, Boehringer Ingelheim Pharmaceuticals, Inc., is a Delaware corporation with its principal place of business at 900 Ridgebury Road in Ridgefield, Connecticut. At all relevant times, BIPI did business in Nebraska by marketing, selling, and Promoting the drugs Aggrenox, Atrovent, Combivent, and Micardis (hereinafter the "Covered Products").

2. PREAMBLE

2.1 Prior to the execution of this Agreement, BIPI represents it voluntarily established a compliance program that is applicable to all BIPI employees.

2.2 BIPI further represents its compliance program includes a Compliance Officer; a Code of Conduct; written policies and procedures; education and training initiatives; a disclosure program that allows for confidential disclosure and investigation of potential compliance violations and appropriate disciplinary procedures; and regular internal auditing procedures.

3. FINDINGS

3.1 This Court has jurisdiction over the subject matter of this lawsuit and over all parties.

3.2 The terms of this Agreement shall be governed by the laws of the State of Nebraska.

3.3 Entry of this Agreement is in the public interest and reflects a negotiated agreement among the parties.

3.4 The parties have agreed to resolve the issues resulting from the Covered Conduct by entering into this Agreement.

3.5 BIPI is willing to enter into this Agreement regarding the Covered Conduct in order to resolve the Signatory Attorney General's concerns under the State Consumer Protection Laws as to the matters addressed in this Agreement and thereby avoid significant expense, inconvenience, and uncertainty.

3.6 BIPI is entering into this Agreement solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, including allegations in the Complaint, all of which BIPI expressly denies. BIPI does not admit any violation of law, and does not admit any wrongdoing that was or could have been alleged by the Signatory Attorney General before the date of the Agreement. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by BIPI.

3.7 This Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to BIPI in any action, or of BIPI's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Agreement. Nothing in this Agreement shall waive, release, or otherwise affect any claims, defenses, or positions BIPI may have in connection with any investigations, claims, or other matters the State/Commonwealth is not releasing hereunder. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. It is the intent of the parties that this Agreement shall not be binding or admissible in any other matter, including, but not limited to, any investigation or litigation, other

than in connection with the enforcement of this Agreement. Unless otherwise provided under state law, no part of this Agreement shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that a State may file an action to enforce the terms of this Agreement. Notwithstanding the foregoing, Nebraska may file an action to enforce the terms of this Agreement.

3.8 This Agreement (or any portion thereof) shall in no way be construed to prohibit, limit, or restrict BIPI from making representations with respect to the Covered Products that are permitted or authorized under federal law, the Federal Food, Drug & Cosmetic Act ("FDCA"), 21 U.S.C. § 301 et seq., U.S. Food and Drug Administration ("FDA") regulations, or FDA Guidances for Industry, currently issued or as revised. Further, the Agreement shall in no way prohibit, limit, or restrict BIPI from making representations with respect to the Covered Products that are required or authorized by, or consistent with the FDA-approved Labeling or prescribing information, or by any Investigational New Drug Application, New Drug Application, Supplemental New Drug Application, or Abbreviated New Drug Application filed with the FDA so long as the representation, taken in its entirety, is not false, misleading or deceptive.

3.9 Nothing in this Agreement shall require BIPI to:

(a) take any action that is prohibited by the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.* ("FDCA") or any regulation promulgated thereunder, or by the FDA; or

(b) fail to take any action that is required by the FDCA or any regulation promulgated thereunder, or by the FDA.

4. DEFINITIONS

The following definitions shall be used in construing this Agreement:

4.1 "BIPI" means Boehringer Ingelheim Pharmaceuticals, Inc., including all of its past and present subsidiaries, predecessors, successors, and assigns.

4.2 "BIPI Marketing" shall mean BIPI personnel responsible for marketing Covered Products in the United States.

4.3 "BIPI Medical" shall mean BIPI personnel who are highly trained experts with specialized scientific or medical knowledge whose roles involve the provision of specialized medical or scientific information, scientific analysis, and/or scientific information to HCPs but excludes anyone performing sales, marketing, or other commercial roles.

4.4 "BIPI Sales" shall mean the BIPI sales force responsible for sales of Covered Products in the United States, including, but not limited to, the field force and all management personnel such as district managers, regional managers, vice president(s) over sales, and president over sales.

4.5 "Clear(ly) and Conspicuous(ly)" shall mean, with respect to a disclosure or information presented, that such information meets requirements of the FDCA, the requirements of FDA regulations, and the recommended actions in FDA Guidances for Industry, including FDA's "Guidance for Industry: Presenting Risk Information in Prescription Drug and Medical Device Promotion," or as revised.

4.6 "Covered Conduct" shall mean BIPI's Promotional and marketing practices, and dissemination of information and remuneration to HCPs regarding the Covered Products through the Effective Date of the Agreement.

4.7 "Covered Product" shall mean BIPI drugs: Aggrenox, Atrovent, Combivent, and Micardis, which have all been approved by FDA.

4.8 "Effective Date" shall mean the date on which a copy of this Agreement, duly executed by BIPI and by the Signatory Attorney General, is approved by the Court, pursuant to a Final Consent Judgment of the Court.

4.9 "FDA Guidances for Industry" shall mean documents, as currently drafted or as revised, issued by the FDA pursuant to 21 U.S.C. §371(h) that represent the FDA's current thinking on a topic.

4.10 "HCP" shall mean any physician or other health care practitioner, who is licensed to provide health care services or to prescribe pharmaceutical products.

4.11 "Labeling" shall mean all labels and other written, printed, or graphic matter (a) upon any article or any of its containers or wrappers, or (b) accompanying such article.

4.12 "Medical Information Response(s)" shall mean a non-Promotional, scientific communication to address an Unsolicited Request for medical information from a HCP.

4.13 "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing Arizona, the District of Columbia, Illinois, Indiana, Kansas, Nevada, Pennsylvania, Tennessee, and Texas.

4.14 "Multistate Working Group" shall mean the Attorneys General and their staffs representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Hawaii[1], Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York,

[1] Hawaii is being represented on this matter by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group will be referred to as the "Attorneys General," and such designation, as it includes Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah[2], Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

4.15 "Off-Label" shall mean a use, including indication, dosage, population, and/or method of administration, not consistent with the use approved by the FDA in the Labeling for a Covered Product at the time information regarding such use was communicated, or at the time the conduct occurred.

4.16 "Promotional," "Promoting," or "Promote" shall mean representations made to HCPs, patients, consumers, payors, and other customers, about a Covered Product and other practices intended to increase sales in the United States or that attempt to influence prescribing practices of HCPs in the United States, including direct-to-consumer.

4.17 "Promotional Materials" shall mean any item used to Promote a Covered Product.

4.18 "Promotional Speaker(s)" shall mean a HCP speaker engaged by or on behalf of BIPI to Promote a Covered Product in the United States.

4.19 "Reprints Containing Off-Label Information" shall mean articles or reprints from a scientific or medical journal, as defined in 21 C.F.R. 99.3(j), or reference publication, as defined in 21 C.F.R. 99.3(i), describing an Off-Label use of a Covered Product.

4.20 "Signatory Attorney General" shall mean the Attorney General of Nebraska, or his authorized designee, who has agreed to this Agreement.

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[2] The Utah Attorney General's Office represents the Utah Division of Consumer Protection (Division), the state agency charged with enforcement of the Consumer Sales Practices Act, in this action, but is not a party itself. As to Utah, the definition of "Attorneys General" means the Utah Attorney General as counsel to the Division.

4.21 "State Consumer Protection Laws" shall mean the Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601, et seq., and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, et seq.

4.22 "Unsolicited Request" shall mean a request for information communicated to an agent of BIPI that has not been prompted by or on behalf of BIPI.

4.23 Any reference to a written document shall mean a physical paper copy of the document, an electronic version of the document, or electronic access to such document.

5. COMPLIANCE PROVISIONS

The following Compliance Provisions, Paragraphs 5.3 through 5.24, shall apply for five (5) years from the Effective Date of this Agreement.

Promotional Activities

5.1 BIPI shall not make, or cause to be made, any written or oral claim that is false, misleading, or deceptive regarding any Covered Product.

5.2 BIPI shall not represent that any Covered Product has any sponsorship, approval, characteristics, ingredients, uses, benefits, quantities, or qualities that it does not have.

5.3 BIPI shall not promote any Covered Product for any Off-Label use.

5.4 In Promotional Materials for Covered Products, BIPI shall Clearly and Conspicuously disclose the risks associated with the Covered Products as set forth in the products' Labeling and shall present information about effectiveness and risk in a balanced manner.

5.5 BIPI shall require that all Promotional Speakers for any Covered Product comply with BIPI's obligations contained in this Agreement.

5.6 BIPI shall notify BIPI Sales promptly of any warning letter received from the FDA that affects the conduct of any sales representative in Promoting the relevant Covered Product and shall promptly disseminate a description of the concerns described in the warning letter.

5.7 BIPI shall not Promote a Covered Product by misrepresenting any clinical treatment guideline in a manner that suggests a Covered Product is approved for uses not consistent with the FDA-approved prescribing information.

Product Sampling

5.8 BIPI shall provide samples of a Covered Product only to those HCPs whose clinical practice is consistent with the product's FDA-approved Labeling.

5.9 If a HCP whose clinical practice is inconsistent with a Covered Product's Labeling requests samples of that Covered Product, BIPI personnel shall refer the HCP to BIPI Medical where the HCP can speak directly with a BIPI Medical representative who will provide answers to the HCP's questions about the Covered Product, and BIPI may provide him/her with samples only if appropriate (i.e., if the HCP requests the samples for an FDA-approved [on-label] use).

Financial Incentives to BIPI Sales and/or BIPI Marketing

5.10 BIPI's financial incentives shall be designed to ensure that BIPI Sales and/or BIPI Marketing are not motivated to engage in improper Promotion, sales, and marketing of Covered Products.

5.11 BIPI's financial incentives shall not include mechanisms to provide incentive compensation for sales that may indicate Off-Label use of any Covered Product.

Dissemination and Exchange of Medical Information

5.12 The content of BIPI's communications concerning Off-Label uses of a Covered Product shall not be false, misleading, or deceptive. BIPI shall not knowingly disseminate any Medical Information Response, including one that describes any Off-Label use of a Covered Product, unless such information and materials comply with the standards in applicable FDA regulations and with recommendations in FDA Guidances for Industry.

5.13 BIPI Sales and BIPI Marketing shall not develop Medical Information Responses regarding a Covered Product.

5.14 Medical Information Responses to Unsolicited Requests for Off-Label information regarding a Covered Product may be disseminated only by BIPI Medical, except in circumstances implicating public health or safety issues.

5.15 BIPI Medical shall have ultimate responsibility for developing and approving all Medical Information Responses regarding a Covered Product. Additional approvals may be provided by BIPI's legal department. BIPI shall not distribute any such materials unless:

(a) clinically relevant information is included in these materials to provide scientific balance;

(b) data in these materials are presented in an unbiased, non-Promotional manner; and

(c) these materials are Clearly and Conspicuously distinguishable from sales aids and other Promotional Materials.

5.16 Nothing in this subsection shall prohibit BIPI Medical from disseminating materials that are permitted to be distributed under Federal law, Federal regulations, or FDA published Guidance, unless false, misleading, or deceptive.

Responses to Unsolicited Requests for Off-Label Information

5.17 If BIPI elects to respond to an Unsolicited Request for Off-Label information regarding a Covered Product, BIPI Medical shall provide specific, accurate, objective, and scientifically balanced responses. Any such response shall not Promote a Covered Product for any Off-Label use.

5.18 Any written BIPI response to an Unsolicited Request for Off-Label information regarding a Covered Product shall be a Medical Information Response and shall include:

(a) a copy of the FDA-required Labeling, if any, for the Covered Product (e.g., FDA-approved package insert and, if the response is for a consumer, FDA-approved patient Labeling);

(b) a prominent statement notifying the recipient that the FDA has not approved or cleared the Covered Product as safe and effective for the Off-Label use addressed in the accompanying materials;

(c) a prominent statement disclosing the uses for which FDA has approved or cleared the Covered Product; and

(d) a report containing the results of a reasonable literature search using terms from the request.

5.19 BIPI Sales and BIPI Marketing may respond orally to an Unsolicited Request for Off-Label information regarding a Covered Product only by offering to refer the request to BIPI Medical or by offering to put the HCP in touch with BIPI Medical.

Reprints Containing Off-Label Information

5.20 BIPI shall not disseminate information describing any Off-Label or unapproved use of a Covered Product, unless such information and materials comply with the standards in applicable FDA regulations and with recommendations in FDA Guidances for Industry, including FDA's "Guidance for Industry: Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices" and FDA's "Guidance for Industry: Distributing Scientific and Medical Publications on Unapproved New Uses – Recommended Practices," or as revised.

5.21 BIPI Medical shall be responsible for the identification, selection, approval and dissemination of Reprints Containing Off-Label Information regarding a Covered Product.

5.22 Reprints Containing Off-Label Information regarding a Covered Product:

(a) shall be accompanied by the FDA approved Labeling for the Covered Product or a prominently displayed and Clearly and Conspicuously described hyperlink that

will provide the reader with such information;

(b) shall contain a Clear and Conspicuous disclosure in a prominent location, which would include the first page or as a cover page where practicable, indicating that the article discusses Off-Label information; and

(c) shall not be referred to or used in a Promotional manner.

5.23 Reprints Containing Off-Label Information regarding a Covered Product may only be disseminated if approved by BIPI Medical to HCPs.

5.24 This section of the Agreement does not apply to reprints containing only incidental references to Off-Label information. If reprints have an incidental reference to Off-Label information, such reprints shall contain the disclosures required by Paragraph 5.22 (a) and Paragraph 5.22 (b) in a prominent location, as defined above, and such incidental reference to Off-Label information shall not be referred to or used in a Promotional manner as prohibited by Paragraph 5.22 (c).

6. PAYMENT

6.1 No later than 30 days after the Effective Date of this Agreement, BIPI shall pay a total amount of Thirteen Million Five Hundred Thousand Dollars ($13,500,000) to be divided and paid by BIPI directly to each Signatory Attorney General of the Multistate Working Group in an amount to be designated by and in the sole discretion of the Multistate Executive Committee. The State of Nebraska shall receive the sum of One Hundred Fifty-Four Thousand Nine Hundred and Seventy-Two Dollars and Sixty Two Cents ($154,972.62) which shall be placed in the State Settlement Cash Fund. Said payment shall be used by the States as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the

inquiry leading hereto, or any lawful purpose, at the sole discretion of each Signatory Attorney General. The parties acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

7. RELEASE

7.1 By its execution of this Agreement, the State of Nebraska releases BIPI and all of its past and present subsidiaries, predecessors, successors, assigns, parents, affiliates, each of their current and former officers, directors, shareholders, employees, agents, contractors, and attorneys (collectively, the Released Parties) from the following: all civil claims, *parens patriae* claims, causes of action, damages, restitution, fines, attorney's fees, costs, and penalties that the Nebraska Attorney General has asserted or could have asserted against the Released Parties under the above-cited consumer protection statutes or any common law claims concerning unfair, fraudulent, or deceptive trade practices other than those described in Paragraph 7.2 resulting from the Covered Conduct up to and including the Effective Date.

7.2 Notwithstanding any term of this Agreement, specifically reserved and excluded from the release in Paragraph 7.1 as to any entity or person, including Released Parties, are any and all of the following:

(a) any criminal liability that any person and/or entity, including Released Parties, has or may have to the State of Nebraska.

(b) any civil or administrative liability that any person and/or entity, including Released Parties, has or may have to the State of Nebraska not expressly covered by the release in Paragraph 7.1 above, including, but not limited to, any and all of the following claims:

(i) state or federal antitrust violations;

(ii) claims involving "best price," "average wholesale price," "wholesale acquisition cost," or any price-reporting practices;

(iii) Medicaid claims, including, but not limited to, federal Medicaid drug rebate statute violations, Medicaid fraud or abuse, and/or kickback violations related to any State's Medicaid program;

(iv) state false claims violations; and

(v) actions of state program payors of the [Insert State] arising from the purchase of a Covered Product, except for the release of civil penalties under the [Insert State consumer protection law].

(c) any claims individual consumers have or may have under the State of Nebraska's above-cited consumer protection law, and any common law claims individual consumers may have concerning unfair, fraudulent or deceptive trade practices, against any person and/or entity, including Released Parties.

8. DISPUTE RESOLUTION

8.1 For the purposes of resolving disputes with respect to compliance with this Agreement, should any of the Signatory Attorneys General have a reasonable basis to believe that BIPI has engaged in a practice that violates a provision of this Agreement subsequent to the Effective Date of this Agreement, then such Attorney General shall notify BIPI in writing of the specific objection, identify with particularity the provision of this Agreement that the practice appears to violate, and give BIPI 30 days to respond to the notification; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written notice, BIPI shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why BIPI

believes it is in compliance with the Agreement, or a detailed explanation of how the alleged violation occurred and a statement explaining how BIPI intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the state's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and BIPI reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

8.2 Upon giving BIPI 30 days to respond to the notification described above, the Signatory Attorney General shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of BIPI that relate to BIPI's compliance with each provision of this Agreement pursuant to that State's CID or investigative subpoena authority. If the Signatory Attorney General makes or requests copies of any documents during the course of that inspection, the Signatory Attorney General will provide a list of those documents to BIPI.

8.3 The Signatory Attorney General may assert any claim that BIPI has violated this Agreement in a separate civil action to enforce compliance with this Agreement, or may seek any other relief afforded by law, but only after providing BIPI an opportunity to respond to the notification described in Paragraph 8.1 above; provided, however, that the Signatory Attorney General may take any action if the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

9. GENERAL PROVISIONS

9.1 BIPI shall not cause third parties, acting on its behalf, to engage in practices from which BIPI is prohibited by this Agreement.

9.2 This Agreement does not constitute an approval by any of the Signatory Attorneys General of BIPI's business practices, and BIPI shall make no representation or claim to the

contrary.

9.3 Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement. This Agreement represents the full and complete terms of the settlement entered into by the parties hereto. In any action undertaken by the parties, no prior versions of this Agreement and no prior versions of any of its terms that were not entered by the Court in this Agreement, may be introduced for any purpose whatsoever.

9.4 This Court retains jurisdiction of this Agreement and the parties hereto for the purpose of enforcing and modifying this Agreement and for the purpose of granting such additional relief as may be necessary and appropriate.

9.5 This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

9.6 To the extent that any provision of this Agreement obligates BIPI to change any policy(ies) or procedure(s) and to the extent not already accomplished, BIPI shall implement the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 90 days after the Effective Date of this Agreement.

9.7 The parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

9.8 All notices under this Agreement shall be provided to the following via email and Overnight Mail:

For the State of Nebraska:

Meghan E. Stoppel
Chief, Assistant Attorney General
Consumer Protection Division
Office of the Nebraska Attorney General
2115 State Capitol Building
Lincoln, NE 68508
Meghan.stoppel@nebraska.gov

For Boehringer Ingelheim Pharmaceuticals, Inc.:

Wick Sollers
King & Spalding LLP
1700 Pennsylvania Avenue, N.W.
Washington, DC 20006
wsollers@kslaw.com

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY

FOR PLAINTIFF, STATE OF NEBRASKA

STATE OF NEBRASKA, ex rel.
DOUGLAS J. PETERSON, Attorney General

By: Douglas J. Peterson, No. 18146
Attorney General

By: _____ Date: 12/19/17

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Meghan.stoppel@nebraska.gov

FOR BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____ Date: 12/13/17

J. Sedwick Sollers, III, Esq.
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Daniel C. Sale, Esq.
King & Spalding LLP

Counsel for Boehringer Ingelheim Pharmaceuticals, Inc.

By: _____ Date: 12/19/2017

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