

XARELTO®
CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

<p>THE ESTATE OF MIKE TLUCHAK, and VERNA TLUCHAK Plaintiffs</p> <p>- and -</p> <p>BAYER INC., BAYER A.G., BAYER CORPORATION, and BAYER HEALTHCARE LLC Defendants</p>	<p>PROVINCE OF SASKATCHEWAN Court of King’s Bench for Saskatchewan Judicial Centre of Regina QBG-RG-00517-2015</p>
<p>THE ESTATE OF DIANE GAGNON Plaintiff</p> <p>- and -</p> <p>BAYER INC., BAYER CANADIAN HOLDINGS INC., BAYER CORPORATION, BAYER HEALTHCARE AG, BAYER PHARMA AG, and BAYER HEALTHCARE PHARMACEUTICALS, INC. Defendants</p>	<p>PROVINCE OF QUEBEC Superior Court of Quebec District of Montreal (Class Actions) No.: 500-06-000732-152</p>

Dated October 27, 2025

TABLE OF CONTENTS

SECTION 1 – DEFINITIONS	4
SECTION 2 – SETTLEMENT APPROVAL	18
2.1 Best Efforts	18
2.2 Application Seeking Approval of the Notice of Certification and Settlement Approval Hearing in Saskatchewan	19
2.3 Application Seeking Approval of the Settlement Agreement and the Dismissal of the Saskatchewan Proceeding	19
2.4 Motion Seeking Approval of the Notice of Settlement Approval Hearing in Quebec	19
2.5 Motion Seeking Approval of the Settlement Agreement in Quebec	20
2.6 Pre-Application Confidentiality	20
2.7 Discontinuances of the Other Court Proceedings	20
2.8 Provincial Health Insurer Consents, Releases, etc.	21
2.9 Settlement Agreement Effective	21
SECTION 3 – CLAIMS ADMINISTRATOR AND CLAIMS ADMINISTRATION PROCEDURE	21
3.1 Appointment and Role of the Claims Administrator	21
3.2 Claims Administration Procedure	23
SECTION 4 – SETTLEMENT BENEFITS	24
4.1 Applicable Currency	24
4.2 Settlement Amount	24
4.3 Payment and Distribution of the Settlement Amount	25
4.4 Taxes and Interest	27
SECTION 5 – OPTING-OUT AND OBJECTIONS	28
5.1 Opt-Out Procedure	28
5.2 Objection Procedure	31
SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT	32
6.1 Right of Termination	32
6.2 If Settlement Agreement is Terminated	33
6.3 Return of the Settlement Amounts Following Termination	34
6.4 Survival of the Provisions After Termination	35
SECTION 7 – RELEASES	35
7.1 Release of Releasees	35
7.2 Covenant Not to Sue	37
7.3 No Further Claims	37
7.4 Material Term	38
SECTION 8 – BAR ORDER	38
SECTION 9 – EFFECT OF SETTLEMENT	39
9.1 No Admission of Liability	39
9.2 Agreement not Evidence	40
9.3 No Further Litigation	40

SECTION 10 – NOTICES TO SETTLEMENT CLASS	40
10.1 Notices Required	40
10.2 Form and Distribution of Notices.....	41
SECTION 11 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES	41
11.1 Responsibility for Fees, Disbursements and Taxes	41
11.2 Court Approval for Class Counsel Fees and Disbursements	41
11.3 Not a Condition	42
SECTION 12 – MISCELLANEOUS	42
12.1 Authorship.....	42
12.2 Public Comments.....	42
12.3 Motions for Direction.....	43
12.4 Headings, etc.....	43
12.5 Computation of Time.....	43
12.6 Ongoing Jurisdiction	44
12.7 Governing Law.....	44
12.8 Entire Agreement	44
12.9 Amendments.....	45
12.10 Binding Effect.....	45
12.11 Counterparts	45
12.12 Negotiated Agreement.....	45
12.13 Language.....	45
12.14 Recitals	46
12.15 Schedules	46
12.16 Acknowledgements.....	46
12.17 Authorized Signatures.....	46
12.18 Notice.....	47
12.19 Date of Execution	49

PREAMBLE & RECITALS

- A. **WHEREAS**, unless otherwise indicated or required by context, capitalized terms in these recitals have the meanings assigned to them in Section 1 of this Settlement Agreement;
- B. **WHEREAS** the Plaintiffs in the Saskatchewan Proceeding and the Quebec Proceeding allege, among other things, that certain of the Defendants failed to warn of the risks of serious and irreversible bleeding allegedly caused by Xarelto®, which allegations the Defendants deny;
- C. **WHEREAS** the Other Court Proceedings were commenced in the Court of King's Bench of Alberta, the Supreme Court of British Columbia, the Court of King's Bench of Manitoba, the Saskatchewan Court, the Quebec Court and the Ontario Superior Court of Justice, arising from the same subject matter as the Saskatchewan Proceeding and the Quebec Proceeding;
- D. **WHEREAS** the Parties intend by this Settlement Agreement to resolve all claims for damages alleged to be caused in any way by the use of Xarelto® by Class Members, pursuant to the terms and conditions set forth below, subject to approval of the Court;
- E. **WHEREAS** counsel to the Parties have engaged in arm's length settlement discussions and negotiations in good faith, resulting in this Settlement Agreement;
- F. **WHEREAS** the Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any of the allegations of breach of duty or unlawful conduct alleged in any of the Saskatchewan Proceeding, the Quebec Proceeding, and the Other Court Proceedings and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Saskatchewan Proceeding, the Quebec Proceeding and the Other Court Proceedings;
- G. **WHEREAS** the Plaintiffs, Class Counsel and the Defendants agree that neither this Settlement Agreement nor any statement made in negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants

or evidence of the truth of any of the Plaintiffs' allegations against the Defendants, which allegations are expressly denied by the Defendants;

- H. **WHEREAS** the Plaintiffs acknowledge, for settlement purposes only and without prejudice if the Settlement Agreement is not approved, that the information and warnings related to bleeding currently contained in the Xarelto® Product Monograph are adequate;
- I. **WHEREAS** the Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Defendants by the Saskatchewan Plaintiffs and the Saskatchewan Class in the Saskatchewan Proceeding, the Quebec Plaintiff and the Quebec Class in the Quebec Proceeding, and the Plaintiffs in the Other Court Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- J. **WHEREAS**, as a result of these settlement discussions and negotiations, the Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Defendants and the Plaintiffs, both individually and on behalf of the Class the Plaintiffs seek to represent, subject to approval of the Court;
- K. **AND WHEREAS** Class Counsel, on their own behalf and on behalf of the Plaintiffs, the Class, and the Provincial Health Insurers, have reviewed and fully understand the terms of this Settlement Agreement, and based on their analysis of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expenses associated with prosecuting the Saskatchewan Proceeding and the Quebec Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Class;
- L. **WHEREAS** the Parties intend by this Settlement Agreement to finally resolve, on a national basis, without admission of liability, the proceedings and all the present

and future claims of Class Members relating in any way to their prior use of Xarelto®, and to discontinue, dismiss, or otherwise terminate the Other Court Proceedings;

- M. **WHEREAS** the Saskatchewan Proceeding was certified as a class proceeding by the Honourable Justice Barrington-Foote (ex officio) on November 14, 2018, pursuant to *Tluchak (Estate) v Bayer Inc.*, 2018 SKQB 311, Docket QBG-RG-00517-2015 and leave to appeal was denied pursuant to *Bayer Inc. v. Tluchak Estate*, 2019 SKCA 65, Docket CACV3327, and the Quebec Proceeding was authorized by the Honourable Justice Gary D.D. Morrison, J.S.C. on July 22, 2020, pursuant to *Gagnon c. Bayer inc. et al.*, 2020 QCCS 2324, Court File No. 500-06-000732-152;
- N. **WHEREAS** the Defendants to the Saskatchewan Proceeding commenced a summary judgment application seeking dismissal of the Saskatchewan Proceeding;
- O. **WHEREAS** the Plaintiffs have been found to be adequate class representatives for the Class they seek to represent and have been appointed as representative plaintiffs for their respective Class;
- P. **WHEREAS** the Parties intend to pursue the approval of this Settlement Agreement, first, through the Court of King's Bench for Saskatchewan and, subsequently, through the Cour supérieure du Québec;
- Q. **WHEREAS** the Provincial Health Insurers have confirmed that they consent to and approve, and will not object to court approval of, the settlement provided for in this Settlement Agreement, and that if they apply for and receive payment under this Settlement Agreement, they will accept that payment 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 use of Xarelto® by any Class Member; and

- R. **WHEREAS** Class Counsel shall ensure that the dismissal of the Saskatchewan Proceeding is sought and obtained by Class Counsel, and the Discontinuances for the Other Court Proceedings are sought and obtained by the applicable class counsel in each of the Other Court Proceedings and this settlement is contingent on the granting of same;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the issuance of the Settlement Approval Orders, the dismissal of the Saskatchewan Proceeding, and the Discontinuances, this Settlement Agreement embodies the terms of the resolution of claims of Class Members and of the Provincial Health Insurers, on the following terms and conditions:

SECTION 1 – DEFINITIONS

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

- (a) **Acknowledgement Letter** means a letter of the Claims Administrator to a Claimant, acknowledging receipt of the Claimant's Claim Package.
- (b) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the fees and costs of the Claims Administrator, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (c) **Alberta Court** means the Court of King's Bench of Alberta.
- (d) **Alberta Proceedings** means the following proceedings commenced in the Alberta Court pursuant to the *Class Proceedings Act*, S.A. 2003, c. C-16.5:

- (i) The proceeding commenced by the Plaintiff, Betty Samson, in the Alberta Court, Court File No. 1501-01369, against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals, Inc., Janssen Research & Development, LLC and Janssen Ortho LLC;
 - (ii) The proceeding commenced by the Plaintiffs, Paul Karvonen and Heli Karvonen, in the Alberta Court, Court File No. 1501-09439, against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals Inc., Janssen Research & Development, LLC and Janssen Ortho LLC; and
 - (iii) The proceeding commenced by the Plaintiffs, Paul Karvonen and Heli Karvonen, in the Alberta Court, Court File No. 1701-04508, against Bayer Pharma AG.
- (e) **Approved Claim** means a Claimant's claim for a Compensatory Payment approved by the Claims Administrator pursuant to the conditions set forth in the Compensation Protocol.
- (f) **BC Court** means the Supreme Court of British Columbia.
- (g) **BC Proceeding** means the proceeding commenced by the Plaintiffs, Herb Nolan and Louise Nolan, in the BC Court, Court File No. VLC-S-S-156878 against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals Inc., Janssen Research & Development, LLC and Janssen Ortho LLC, pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
- (h) **Claim Form** means the form attached as Schedule "M" which must be submitted to the Claims Administrator before the end of the Claim Period for a Class Member to be eligible to receive any benefits under the Settlement Agreement.

- (i) **Claim Determination Decision** means a written decision of the Claims Administrator sent to a Claimant informing him or her of (i) whether his or her claim for a Compensatory Payment has been approved or rejected by the Claims Administrator and (ii) if the Claimant has an Approved Claim, what is the Compensatory Payment awarded under the Settlement Agreement.
- (j) **Claim Package** means a package submitted to the Claims Administrator by a Claimant, which must include a completed Claim Form and supporting documents, pursuant to the Compensation Protocol.
- (k) **Claim Period** means the period commencing on the date the Settlement Approval Notice is first published and expiring at 12:01am PST on the one hundred and twentieth (120) day after the Settlement Approval Notice is first published.
- (l) **Claimant** means any Class Member who submits a Claim Package during the Claim Period.
- (m) **Claims Administrator** means the firm *MNP Ltd.* proposed jointly by the Parties and appointed by the Court to administer the Settlement Agreement in accordance with the provisions of this Settlement Agreement and of the Compensation Protocol.
- (n) **Class** means the Saskatchewan Class and the Quebec Class, as applicable.
- (o) **Class Counsel** means:
 - (i) with respect to the Saskatchewan Proceeding, Merchant Law Group LLP (**"Saskatchewan Class Counsel"**); and
 - (ii) with respect to the Quebec Proceeding, Consumer Law Group Inc. (**"Quebec Class Counsel"**).

- (p) **Class Counsel Disbursements** include the disbursements incurred by Class Counsel in the prosecution of the Saskatchewan Proceeding or the Quebec Proceeding, as applicable, and the disbursements incurred by counsel representing the Plaintiffs in the Other Court Proceedings that Class Counsel have agreed to seek approval of.
- (q) **Class Counsel Fees** means the collective fees of Class Counsel, exclusive of any applicable taxes or charges thereon, subject to the Courts' approval.
- (r) **Class Members** means members of the Class, other than those who validly opt out before the Opt-Out Deadline.
- (s) **Class Period** means the Saskatchewan Class Period and the Quebec Class Period, as applicable.
- (t) **Compensation Protocol** means the document outlining the eligibility requirements to obtain Compensatory Payments and the manner in which Compensatory Payments are to be allocated pursuant to this Settlement Agreement, attached as Schedule "A".
- (u) **Compensatory Payment** means a payment to a Claimant with an Approved Claim calculated pursuant to the conditions, categories and point allocation system stipulated in the Compensation Protocol, including any compensation awarded out of the Special Circumstances Fund.
- (v) **Counsel for the Defendants** means McCarthy Tétrault LLP, Dentons and MLT Aikins.
- (w) **Court** means the Court of King's Bench for Saskatchewan and/or the Cour supérieure du Québec, as applicable.
- (x) **Date of Execution** means the date on which the Parties have executed this Settlement Agreement.

- (y) **Defendants** means Bayer Inc., Bayer AG, Bayer Corporation, Bayer HealthCare LLC, Bayer Canadian Holdings Inc., Bayer HealthCare AG, Bayer Pharma AG and Bayer HealthCare Pharmaceuticals Inc.
- (z) **Deficiency Letter** means a letter of the Claims Administrator advising the Claimant of any deficiencies in their Claim Package.
- (aa) **Distribution Report** means the report setting out, *inter alia*:
 - (i) the final number of Primary Claimants with Approved Claims by category;
 - (ii) the number of points each Claimant with an Approved Claim is awarded under the point system provided for in the Compensation Protocol; and
 - (iii) the exact Compensatory Payment going to each Claimant with an Approved Claim, including any extra amount awarded from the Special Circumstances Fund.
- (bb) **Effective Date** means the date when the Final Orders have been received from the Courts.
- (cc) **FAAC** means the “Fonds d’aide aux actions collectives” in the province of Québec.
- (dd) **Family Claimant** means any Class Member who submits a Claim Package during the Claim Period pursuant to the Compensation Protocol, the Family Compensation Legislation and/or the common law because of their relationship with a Primary Claimant.
- (ee) **Family Compensation Legislation** means provincial or territorial legislation pursuant to which family members can be compensated as a result of personal injury to their relatives.

- (ff) **Final Orders** means the final orders, judgments or equivalent decrees entered respecting or by:
- (i) the Settlement Approval Orders, once the time to appeal such orders has expired without any appeal being taken, if an appeal lies, or if any order is appealed, once there has been affirmation of the order upon a final disposition of all appeals; and
 - (ii) the Saskatchewan Court, the Quebec Court, the Alberta Court, the BC Court, the Manitoba Court and the Ontario Court approving (if required in the particular province) the discontinuance of each of the Other Court Proceedings, respectively (the “**Discontinuances**”), if necessary, once the time to appeal such orders has expired without any appeals being taken, if an appeal lies, or if any order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.
- (gg) **Final Report** means a report, prepared by the Claims Administrator, setting out, *inter alia*:
- (i) the number and most recent addresses of the Claimants;
 - (ii) the number of Approved Claims;
 - (iii) the number of Claims rejected by the Claims Administrator; and
 - (iv) the Compensatory Payment paid to each Claimant with an Approved Claim, by category.
- (hh) **Janssen Entities** means Janssen Inc., Janssen Research & Development, LLC, Johnson & Johnson, Johnson & Johnson Inc., Janssen Ortho LLC and Janssen Pharmaceuticals, Inc.
- (ii) **Manitoba Court** means the Court of King’s Bench of Manitoba.

- (jj) **Manitoba Proceeding** means the proceeding commenced by the Plaintiff, Pierre Brandelius, in the Manitoba Court, Court File No. CL 15-01-98894 against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals Inc., Janssen Research & Development, LLC and Janssen Ortho LLC, pursuant to *The Class Proceedings Act*, C.C.S.M c. C130.
- (kk) **Maximum Settlement Amount** means CDN \$5,250,000.
- (ll) **Minimum Settlement Amount** means CDN \$4,500,000.
- (mm) **Objection and Notice of Intention to Appear** means a written objection to the Settlement Agreement by a Class Member, and a statement of whether they intend to appear and make submissions at the Saskatchewan Settlement Approval Hearing or the Quebec Settlement Approval Hearing, as applicable, as set out in Section 5.2.
- (nn) **Objection Deadline** means the date which is forty-five (45) days after the date on which the Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice, respectively, are first published, which is for the purpose of filing an Objection and Notice of Intention to Appear at the Saskatchewan Settlement Approval Hearing or the Quebec Settlement Approval Hearing, as applicable.
- (oo) **Ontario Court** means the Ontario Superior Court of Justice.
- (pp) **Ontario Dismissed Proceedings** means the following proceedings commenced in the Ontario Court and dismissed thereafter:
 - (i) The proceeding commenced by the Plaintiff, Maureen Lesley Pringle, in the Ontario Court, Court File No. CV-15-00522457-00CP, against Bayer Inc., Bayer A.G., Bayer Corporation and Bayer Healthcare LLC;

- (ii) The proceeding commenced by the Plaintiff, Jodie Munshaw, in the Ontario Court, Court File No. CV-15-00523477-00CP, against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc. and Bayer Pharma AG;
- (iii) The proceeding commenced by the Plaintiffs, Emmanuel Adu-Twum and Millicent Adu-Twum, in the Ontario Court, Court File No. CV-17-00003884-0000, against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals, Inc., Janssen Research & Development, LLC and Janssen Ortho LLC; and
- (iv) the proceeding commenced by the Plaintiffs, Alec Steele and Lynne Steele, Court File No. 15-63406, against Janssen Inc., Janssen Research & Development, LLC, Johnson & Johnson, Johnson & Johnson Inc., Janssen Ortho LLC, Janssen Pharmaceuticals, Inc., Bayer Inc., Bayer Canadian Holdings Inc., Bayer Corporation, Bayer Healthcare AG, Bayer Pharma AG, Bayer AG, Bayer Healthcare LLC and Bayer Healthcare Pharmaceuticals, Inc.;
- (qq) **Opt-Out Deadline** means the date which is forty-five (45) days after the date on which the Saskatchewan Certification and Settlement Approval Hearing Notice and Quebec Settlement Approval Hearing Notice are first published.
- (rr) **Opt-Out Form** means a confirmation of a member of the Class to opt out of the Saskatchewan Proceeding or the Quebec Proceeding in the form attached as Schedule “E” .
- (ss) **Other Court Proceedings** means the Alberta Proceedings, the BC Proceeding, the Manitoba Proceeding, the Other Saskatchewan Proceeding and the Other Quebec Proceeding.

- (tt) ***Other Saskatchewan Proceeding*** means the proceeding commenced by the Plaintiffs, Clayton Baumung and the Estate of Eunice Baumung, in the Saskatchewan Court, Court File No. 2933/15 against Bayer Inc., Bayer Healthcare Pharmaceuticals Inc., Bayer Pharma AG, Janssen Pharmaceuticals, Inc., Janssen Research & Development, LLC and Janssen Ortho LLC, pursuant to *The Class Actions Act*, S.S. 2001, c. C-12.01.
- (uu) ***Other Quebec Proceeding*** means the proceeding commenced by the Plaintiffs, Olivier Belisle and Andrée Boulet, in the Quebec Court, Court File No. 200-06-000182-157 against Bayer AG, Bayer Healthcare AG, Bayer Healthcare Pharmaceuticals and Bayer Inc.
- (vv) ***Party and Parties*** means the Defendants, the Saskatchewan Plaintiffs and the Quebec Plaintiff.
- (ww) ***Plaintiffs*** means the Saskatchewan Plaintiffs, the Quebec Plaintiff, the Plaintiffs in the Other Court Proceedings, and the Plaintiffs in the Ontario Dismissed Proceedings, as applicable.
- (xx) ***Primary Claimant*** means a Claimant who is a Canadian resident who claims they were prescribed and ingested Xarelto® in Canada during the Class Period.
- (yy) ***Provincial Health Insurers or PHIs*** means any statutory provincial or territorial health or medical care body, plan, commission or other entity, including government agency or ministry (for example, the Ministry of Health of Saskatchewan), which is specifically empowered by its respective enabling legislation to make subrogated claims to recover the costs of providing healthcare or other valid medical services to Class Members respecting Released Claims pursuant to the legislation set out at Schedule “K”.

- (zz) **Provincial Health Insurer Payments or PHI Payments** means payments made to the PHIs pursuant to Paragraph 39.

- (aaa) **Provincial Health Insurer Releases** means the releases to be executed by each Provincial Health Insurer in the form attached at Schedule “L”.

- (bbb) **Quebec Court** means the Cour supérieure du Québec.

- (ccc) **Quebec Class** means all persons residing in Quebec who were prescribed and have ingested the drug Xarelto® (rivaroxaban) during the Quebec Class Period, and their successors, assigns, family members, and dependants.

- (ddd) **Quebec Class Period** means the period from January 1, 2008 to the Date of Execution.

- (eee) **Quebec Plaintiff** means Diane Gagnon, the Plaintiff in the Quebec Proceeding.

- (fff) **Quebec Proceeding** means the proceeding commenced by the Plaintiff, Diane Gagnon in the Quebec Court, Court File No. 500-06-000732-152 against Bayer Inc., Bayer Canadian Holdings Inc., Bayer Corporation, Bayer Healthcare AG, Bayer Pharma AG, Bayer AG, Bayer Healthcare LLC, and Bayer Healthcare Pharmaceuticals Inc.

- (ggg) **Quebec Settlement Approval Hearing** means the hearing at which the applicable Parties seek the Quebec Settlement Approval Order and approval of Class Counsel Fees and Class Counsel Disbursements in the Quebec Court.

- (hhh) **Quebec Settlement Approval Hearing Notice** means the notice in the form attached as Schedule “C”, and approved by the Quebec Court, to be distributed to the Quebec Class concurrently with the Saskatchewan Certification and Settlement Approval Hearing Notice in respect of:

(i) the right to opt out of the Quebec Proceeding for certain members of the Quebec Class; (ii) the Objection and Notice of Intention to Appear at the Settlement Approval Hearing; (iii) the date and time of the Quebec Settlement Approval Hearing; and (iv) if they are brought with the Quebec Settlement Approval Hearing, the hearings to approve Class Counsel Fees and Class Counsel Disbursements.

(iii) **Quebec Settlement Approval Order** means the order of the Quebec Court approving the Settlement Agreement and its Schedules pursuant to article 590 of the *Code of Civil Procedure*, c. C-25.01 as applicable.

(jjj) **Released Claims** means any and all claims, demands, actions, suits, causes of action, claims for remedial orders, debts, losses, costs and liabilities of any and every nature whatsoever, including interest, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), whether personal or subrogated, direct or indirect, known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, whether arising in law, under statute or in equity, that the Plaintiffs and Class Members either directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall, or may have, against the Releasees or any of them arising from, or relating in any way to, any of the facts and matters alleged in the Saskatchewan Proceeding, the Quebec Proceeding, the Other Court Proceedings and/or the Ontario Dismissed Proceedings, including, without limiting the generality of the foregoing, relating in any way to bleeding-related injury and damages while or after taking Xarelto®, and/or any generic version of rivaroxaban.

(kkk) **Releasees** means, jointly and severally, individually and collectively, the Defendants, the Janssen Entities and each of their respective past and present parents, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships, corporations, limited partnership, limited liability

company, association, joint stock company, trust or unincorporated association with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, trustees, beneficiaries, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing; and

- (i) any and all suppliers of components, materials, services, and technology used in the manufacture of Xarelto® including the labelling and packaging thereof;
 - (ii) all distributors of Xarelto® including, but not limited to, wholesale distributors, private label distributors, retail distributors, hospitals and clinics;
 - (iii) any other person against whom the Class Members could attempt to assert any claim, liability, or right to payment arising out of or related in any way to the labelling and packaging of Xarelto®, whether as a joint tortfeasor or otherwise, under any theory of law or equity; and
 - (iv) any past, present or future officer, director, employee, agent, stockholder, attorney, servant, representative, insurer, parent, subsidiary, predecessor, trustee, successor or assignee of any of the person or entity listed above at sub-paragraph (i) to (iii).
- (III) **Releasors** means, jointly and severally, individually, and collectively, the Plaintiffs and the Class Members, and all of their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners, and insurers, any party with a subrogated right of action (excluding the PHIs), and their predecessors, successors, heirs, executors, trustees, administrators, and assignees.

- (mmm) ***Saskatchewan Certification and Settlement Approval Hearing Notice*** means the notice in the form attached as Schedule “B”, and approved by the Court, to be distributed to the Saskatchewan Class as soon as practicable after the Date of Execution, in respect of: (i) the Certification of the Saskatchewan Proceeding and the right to opt out of the Saskatchewan Proceeding; (ii) the Objection and Notice of Intention to Appear at the Saskatchewan Settlement Approval Hearing; (iii) the date and time of the Saskatchewan Settlement Approval Hearing; and (iv) if they are brought with the Saskatchewan Settlement Approval Hearing, the hearing to approve Class Counsel Fees and Class Counsel Disbursements.
- (nnn) ***Saskatchewan Court*** means the Court of King’s Bench for Saskatchewan.
- (ooo) ***Saskatchewan Class*** means Canadian residents, excluding residents of Quebec, who were prescribed and ingested Xarelto® in Canada during the Saskatchewan Class Period (“**Primary Class Members**”), and individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Class Member.
- (ppp) ***Saskatchewan Class Period*** means the period ending on the Date of Execution.
- (qqq) ***Saskatchewan Plaintiffs*** means the Estate of Mike Tluchak and Verna Tluchak, the Plaintiffs in the Saskatchewan Proceeding.
- (rrr) ***Saskatchewan Plaintiffs’ Honorarium*** means the total amount of \$25,000, subject to the Saskatchewan Court’s approval, awarded to the Saskatchewan Plaintiffs collectively for their contribution to the case, regardless of their right to a Compensatory Payment.

- (sss) **Saskatchewan Proceeding** means the proceeding commenced by the Plaintiffs, The Estate of Mike Tluchak and Verna Tluchak, in the Saskatchewan Court, Docket QBG-RG-00517-2015 against Bayer Inc., Bayer AG, Bayer Corporation and Bayer Healthcare LLC, pursuant to *The Class Actions Act*, S.S. 2001, c. C-12.01.
- (ttt) **Saskatchewan Settlement Approval Order** means the Saskatchewan Court order approving the Settlement Agreement and its Schedules pursuant to section 38 of *The Class Actions Act*, S.S. 2001, c. C-12.01.
- (uuu) **Saskatchewan Settlement Approval Hearing** means the hearing at which the applicable Parties seek the Saskatchewan Settlement Approval Order and, if they are brought with the Saskatchewan Settlement Approval Hearing, the approval of Class Counsel Fees and Class Counsel Disbursements in the Saskatchewan Court.
- (vvv) **Settlement Agreement** means this agreement, including the recitals, and Schedules.
- (www) **Settlement Amount** means the amount that the Defendants will pay pursuant to this Settlement Agreement, inclusive of all Compensatory Payments for Approved Claims, Provincial Health Insurer Payments, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements, Saskatchewan Plaintiffs' Honorarium, and any applicable taxes, interest and costs, which will be an amount equal to or greater than the Minimum Settlement Amount and equal to or less than the Maximum Settlement Amount, calculated depending on the numbers of Primary Claimants with Approved Claims as stipulated in the Compensation Protocol.
- (xxx) **Settlement Approval Notice** means the notice in the form attached as Schedule "J", and approved by the Courts, to be distributed to Class Members, after the Saskatchewan Settlement Approval Hearing and the Quebec Settlement Approval Hearing, in respect of the Settlement

Approval Orders including: (i) the approval of the Settlement Agreement, (ii) the process by which Class Members may submit a Claim Package and apply to obtain a Compensatory Payment, and (iii) the Claim Period.

(yyy) **Settlement Approval Orders** are the Saskatchewan Settlement Approval Order and the Quebec Settlement Approval Order.

(zzz) **Special Circumstances Fund** means the fund set up out of the Settlement Amount to be awarded to Claimants demonstrating that they suffered special circumstances that justify extra funding, the whole pursuant to the Compensation Protocol.

(aaaa) **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) held at a Canadian financial institution under the control of the Claims Administrator for the benefit of the Class Members or the Defendants, as provided for in this Settlement Agreement.

(bbbb) **Xarelto®** means the pharmaceutical product rivaroxaban, an anticoagulant, distributed and sold or otherwise made available in Canada under the brand name Xarelto®, in any and all forms, strengths, compositions, dosages and packaging.

SECTION 2 – SETTLEMENT APPROVAL

2.1 Best Efforts

2. The Parties shall use their best efforts to implement this settlement and to secure the Settlement Approval Orders and, in respect of Class Counsel, the Discontinuances. Each Party required to file motions or applications, as the case may be, as a result of this Section 2, will provide drafts to the other Parties in advance, with sufficient time to review and have meaningful input on the contents of same.

2.2 Application Seeking Approval of the Notice of Certification and Settlement Approval Hearing in Saskatchewan

3. Within two weeks after the Date of Execution, the Plaintiffs in the Saskatchewan Proceeding shall file an application with the Saskatchewan Court for an order (i) approving the Saskatchewan Certification and Settlement Approval Hearing Notice, (ii) amending the Saskatchewan Proceeding to reflect the end date of the Saskatchewan Class Period and (iii) setting a date for the Saskatchewan Settlement Approval Hearing.

4. The order approving the Saskatchewan Certification and Settlement Approval Hearing Notice shall be substantially in the form attached as Schedule “F”.

2.3 Application Seeking Approval of the Settlement Agreement and the Dismissal of the Saskatchewan Proceeding

5. Within two weeks after the expiration of the Opt-Out Deadline and Objection Deadline or as soon as practicable thereafter, the Plaintiffs in the Saskatchewan Proceeding shall file an application with the Saskatchewan Court seeking (i) the Saskatchewan Settlement Approval Order, (ii) the dismissal of the Saskatchewan Proceeding, with prejudice and without costs against the Defendants, and (iii) the approval of the Settlement Approval Notice.

6. The Saskatchewan Settlement Approval Order shall be substantially in the form attached as Schedule “H”.

2.4 Motion Seeking Approval of the Notice of Settlement Approval Hearing in Quebec

7. Within two weeks after the Date of Execution, the Plaintiff in the Quebec Proceeding shall file a motion with the Quebec Court for an order (i) approving the Quebec Settlement Approval Hearing Notice, (ii) amending the Quebec Proceeding to reflect the end date of the Quebec Class Period and (iii) setting a date for the Quebec Settlement Approval Hearing which shall be a minimum of ninety (90) days, subject to the Quebec Court’s approval, after the Saskatchewan Settlement Approval Hearing.

8. The order approving the Quebec Settlement Approval Hearing Notice shall be substantially in the form attached as Schedule “G”.

2.5 Motion Seeking Approval of the Settlement Agreement in Quebec

9. Within two weeks after the expiration of the Opt-Out Deadline and Objection Deadline or as soon as practicable thereafter, the Plaintiff in the Quebec Proceeding shall file a motion with the Quebec Court seeking (i) the Quebec Settlement Approval Order, and (ii) the approval of the Settlement Approval Notice.

10. The Quebec Settlement Approval Order shall be substantially in the form attached as Schedule "I".

2.6 Pre-Application Confidentiality

11. Until the date on which the first of the two (2) applications referred to at Sections 2.2 and 2.4 above is filed, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Defendants and Class Counsel, 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.

12. Nothing in this section shall bar Counsel for the Defendants and Class Counsel from communicating with clients or the Provincial Health Insurers, provided that the Provincial Health Insurers also shall be required to maintain confidentiality consistent with the provisions of this section.

2.7 Discontinuances of the Other Court Proceedings

13. Class Counsel shall, by the Date of Execution, obtain a written undertaking from counsel representing the Plaintiffs in each of the Other Court Proceedings to discontinue the Other Court Proceedings immediately following the issuance of the Quebec Settlement Approval Order, to the extent the Other Court Proceedings have not already been discontinued or dismissed.

14. Once the Courts have granted the Settlement Approval Orders, Class Counsel will make best efforts to facilitate the Discontinuances and the Courts' approval of the Discontinuances, if necessary, in the Other Court Proceedings.

2.8 Provincial Health Insurer Consents, Releases, etc.

15. Class Counsel shall, by the Date of Execution, provide Counsel for the Defendants with any statutorily required consents or approvals to the settlement with executed Provincial Health Insurer Releases.

2.9 Settlement Agreement Effective

16. This Settlement Agreement shall only become final and binding on the Effective Date.

SECTION 3 – CLAIMS ADMINISTRATOR AND CLAIMS ADMINISTRATION PROCEDURE

3.1 Appointment and Role of the Claims Administrator

17. The Parties will jointly propose the Claims Administrator to be appointed by the Court for the purpose of processing Claim Packages and paying Compensatory Payments to Claimants with Approved Claims as provided in this Settlement Agreement, the Compensation Protocol and under the authority of the Court.

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

19. The Claims Administrator shall be responsible for:

- (a) issuing and publishing the Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice;
- (b) managing the Opt-out and Objection procedures in accordance with Section [5](#) therein;
- (c) issuing and publishing the Settlement Approval Notice;
- (d) receiving, reviewing, and creating and storing electronic copies of every submitted Claim Package;
- (e) setting up and maintaining a website to disseminate information about the claims administration procedure, to answer commonly asked

questions, and to publish the Settlement Agreement and related documentation;

- (f) periodically preparing any reports reasonably requested by Class Counsel and Counsel for the Defendants summarizing the number of Claim Packages received;
- (g) preparing and sending Acknowledgement Letters, Deficiency Letters, Claim Determination Decisions, lists of each Claimant with an Approved Claim authorized for a Compensatory Payment, and any other necessary correspondence or communications to, from, or between Claimants, Class Counsel, Provincial Health Insurers, and Counsel for the Defendants, as required by, or incidental to the administration of the Settlement Agreement;
- (h) reporting to Counsel for the Defendants the total number of Claim Packages received by category, calculating any necessary pro rata reductions, and the total amounts payable by category and requisitioning funds to pay Compensatory Payments, Provincial Health Insurer Payments, and any other amounts under the Settlement Agreement;
- (i) distributing the requisitioned funds to pay Compensatory Payments to Claimants with an Approved Claim pursuant to the Compensation Protocol, and any other amounts under the Settlement Agreement;
- (j) distributing the requisitioned funds to pay the Provincial Health Insurer Payments to the Provincial Health Insurers; and
- (k) anything that is required by, or incidental to, the duties of the Claims Administrator, described in the Settlement Agreement.

20. Any information provided by or regarding Class Members, or otherwise obtained pursuant to the Settlement Agreement, shall be kept strictly confidential and shall not be disclosed except to appropriate persons, and only to the extent necessary to process a

Claim Package or to provide benefits under the Settlement Agreement, as otherwise expressly provided for in the Settlement Agreement, or as required by law.

21. The Claims Administrator and any persons appointed by them to assist in the administration of the Settlement Agreement shall agree to keep confidential any information whatsoever concerning a Claim Package, except information that is required to be disclosed to the Provincial Health Insurers.

22. The Claims Administrator shall institute and maintain strict internal procedures to reasonably protect the identity of all Claimants and all information regarding their claim. In particular, Claim Packages shall be kept strictly confidential and shall not be provided to any person or entity unless provided for in the Settlement Agreement or as required by law.

23. Class Counsel and Counsel for the Defendants shall have access to all information maintained by the Claims Administrator regarding each Claimant and the processing and payment of an Approved Claim.

24. All written communications with each Claimant shall be conducted by e-mail or by regular mail to the last known address provided by the Claimant. Each Claimant shall keep the Claims Administrator apprised of their current contact information.

25. If, for any reason, the Claims Administrator becomes unable or unwilling to continue to act in this role, the Parties may choose an alternate claims administrator, subject to the approval of the Court.

26. 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 jointly by the Parties.

3.2 Claims Administration Procedure

27. The Claims Administrator shall issue and publish the Settlement Approval Notice.

28. The Claims Administrator shall review the Claim Packages submitted by the Claimants to determine eligibility pursuant to the conditions set forth in the Compensation Protocol.

29. Within ninety (90) days following the end of the Claim Period, the Claims Administrator shall provide to Class Counsel and Counsel for the Defendants the Distribution Report.

30. The Claims Administrator will calculate each Compensatory Payment to be made to Claimants with Approved Claims in accordance with the Compensation Protocol. The Claims Administrator's decision as to the eligibility of a Claimant and the calculation of his or her Compensatory Payment is final.

31. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process, which they are unable to resolve.

SECTION 4 – SETTLEMENT BENEFITS

4.1 Applicable Currency

32. All dollar amounts set forth in the Settlement Agreement are expressed in Canadian currency.

4.2 Settlement Amount

33. The Defendants will pay the Settlement Amount which will vary depending on the number of Primary Claimants with Approved Claims, as provided for in the Compensation Protocol. The Defendants will pay an amount varying from the Minimum Settlement Amount and up to the Maximum Settlement Amount.

34. The Settlement Amount shall be used to pay all Compensatory Payments for Approved Claims, Provincial Health Insurer Payments, Administration Expenses, Class Counsel Fees, Class Counsel Disbursements, Saskatchewan Plaintiffs' Honorarium, and any applicable taxes, interest and costs.

35. For the sake of clarity, the Settlement Amount is inclusive of all amounts claimed in the Saskatchewan Proceeding, the Quebec Proceeding, and the Other Court

Proceedings, including but not limited to damages, costs, interest, any notice or other administrative costs, taxes and the claims of all Provincial Health Insurers, and no other amount whatsoever shall be payable by the Defendants under the Settlement Agreement.

4.3 Payment and Distribution of the Settlement Amount

36. Within twenty (20) days of the Effective Date, the Defendants shall pay the Minimum Settlement Amount (less such amount paid by Defendants for the Administration Expenses incurred to date, including for the publication and dissemination of the Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice) to the Claims Administrator for deposit into the Trust Account.

37. The Defendants shall, no later than thirty (30) business days after the receipt of the Distribution Report, pay any balance of the Settlement Amount as determined pursuant to the Compensation Protocol, if applicable, up to a maximum sum of \$750,000, for deposit into the Trust Account.

38. Payment of the amounts above-mentioned shall be made by wire transfer. At least fifteen (15) business days prior to any payment becoming due, the Claims Administrator 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.

39. Pursuant to the terms and conditions of the Settlement Agreement and the Compensation Protocol, the Settlement Amount shall first be used by the Claims Administrator to pay as soon as practicable after the Effective Date:

- (a) Provincial Health Insurer Payments in the total amount of **\$400,000** to be divided among the PHIs on a population distribution basis, provided that the Provincial Health Insurers have each executed a Provincial Health Insurer Release;
- (b) Administration Expenses; and
- (c) Class Counsel Fees and Class Counsel Disbursements;

- (d) Saskatchewan Plaintiffs' Honorarium. For greater certainty, the Plaintiffs shall not seek from the Defendants, and the Defendants shall not be liable for, any costs, disbursements, or applicable taxes of or payable by the Plaintiffs. This Settlement Agreement is in no way conditional upon the approval by the Courts of the Saskatchewan Plaintiffs' Honorarium. No order or proceeding relating to the Saskatchewan Plaintiffs' Honorarium, nor any appeal therefrom, nor any subsequent modification, shall have the effect of terminating or rescinding the Settlement Agreement, or modifying or affecting the implementation, performance or timing of the Settlement Agreement.

40. The balance of the Settlement Amount shall be used to pay all Compensatory Payments calculated pursuant to the Compensation Protocol. The Claims Administrator shall provide Claim Determination Decisions and pay all Compensatory Payments calculated pursuant to the Compensation Protocol within sixty (60) days from the issuance of the Distribution Report.

41. The Settlement Amount to be paid in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Released Parties. The Defendants shall have no obligation to pay any amount in addition to the amounts above-mentioned, for any reason, pursuant to or in furtherance of this Settlement Agreement.

42. The Parties agree that the Defendants shall not be liable for, nor be a proper party to, any dispute related to any alleged harm or injury suffered by any Class Member by reason of the use or alleged misuse of funds administered under the Settlement Agreement, or of any erroneous disbursement(s) or other action taken, or failure to act, with respect to such funds.

43. The Claims Administrator will deliver a Final Report to Class Counsel, Counsel for the Defendants, and the Court within thirty (30) days from the last Claim Determination Decision and Compensatory Payment being issued by the Claims Administrator to the Claimants with Approved Claims.

44. While the Settlement Agreement provides for collective recovery, it is the intention that the entire Settlement Amount be distributed to Claimants with Approved Claims and that there will be no remaining balance.

45. If, within six (6) months of the Compensatory Payments being issued by the Claims Administrator to pay Claimants with Approved Claims, a balance exists in the Trust Account as a result of uncashed distributions or any other surplus monies, any remaining funds ("**Surplus Funds**") shall be paid as follows:

- (a) The FAAC will be entitled to claim the percentage provided for at s. 1(1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, RLRQ c F-3.2.0.1.1, r.2, on the Quebec resident portion of the remaining funds. The Quebec resident portion will correspond to 22% of the Surplus Funds;
- (b) The balance will be donated to a charity chosen jointly by the Parties and approved by the Court which has a focus on health.

46. The Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

47. The Claims Administrator shall not pay out all or any part of the money in the Trust Account, except in accordance with this Settlement Agreement and the Compensation Protocol, or in accordance with an order of the Court obtained after notice to the Parties.

4.4 Taxes and Interest

48. Except as otherwise hereinafter provided, all interest earned in the Trust Account shall accrue to the benefit of the Class and become and remain part of the Trust Account, subject to Paragraph 51 below.

49. All fees and costs of any custodian holding and/or investing the funds paid by the Defendants in the Trust Account shall be paid out of the Trust Account and shall not be the responsibility of Defendants.

50. All taxes payable on any interest which accrues on funds in the Trust Account shall be paid from the Trust Account. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the amounts in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due, with respect to the income earned in the Trust Account, shall be paid from the Trust Account.

51. The Defendants shall have no responsibility to make any filings related to the Trust Account and will have no responsibility to pay any taxes on any income earned or pay any taxes on the monies 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 in the Trust Account or otherwise shall be paid 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, as applicable.

SECTION 5 – OPTING-OUT AND OBJECTIONS

5.1 Opt-Out Procedure

52. Class Members in the Saskatchewan Class shall have the right to opt out by submitting, by the Opt-Out Deadline, a complete and signed Opt-Out Form in accordance with the requirements of this Section 5 and of the order approving the Saskatchewan Certification and Settlement Approval Hearing Notice.

53. Class Members in the Quebec Class who were prescribed and ingested Xarelto® between October 1, 2020 and the end of the Quebec Class Period, shall have the right to opt out by submitting, by the Opt-Out Deadline, a completed and signed Opt-Out Form in accordance with the requirements of this Section 5 and of the order approving the Quebec Settlement Approval Hearing Notice.

54. Class Members in the Quebec Class who were prescribed and ingested Xarelto® prior to October 1, 2020 shall not have the right to opt out unless said Class Members seek leave from the Quebec Court to opt out upon proving that it was impossible in fact to act sooner in accordance with Section 576 of the *Code of Civil Procedure*.

55. The Defendants shall have the right to challenge a request to opt out by any Class Member in the Quebec Class who was prescribed and ingested Xarelto® prior to October 1, 2020.

56. Under article 580 of the *Code of Civil Procedure* of Quebec, a Class Member eligible to opt out pursuant to Section 5, who does not discontinue an originating application filed in Quebec having the same subject matter as the Quebec Proceeding before the Opt-Out Deadline, is deemed to have opted out.

57. Class Counsel will seek approval from the Court of the following opt out process as part of the orders approving the Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice:

- (a) Class Members described in Paragraphs 52 and 53 above seeking to opt out must do so by sending an Opt-Out Form signed by the Class Member, by pre-paid mail, courier, fax or email to the Claims Administrator (and/or to the court clerk of the Cour supérieure du Québec pursuant to article 580 of the *Code of Civil Procedure* for members of the Quebec Class) at an address to be identified in the Saskatchewan Certification and Settlement Approval Hearing Notice or the Quebec Settlement Approval Hearing Notice, as applicable.
- (b) An Opt-Out Form sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the Saskatchewan Certification and Settlement Approval Hearing Notice or the Quebec Settlement Approval Hearing Notice, as applicable. Where the postmark is not visible or legible, the Opt-Out Form shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Claims Administrator. Where the Opt-Out Form is sent by email or facsimile, it must be received on or before the Opt-Out Deadline.
- (c) Any Class Member described in Paragraphs 52 and 53 above who validly opts out of the Saskatchewan Proceeding or the Quebec

Proceeding shall be excluded from the Class, and shall no longer participate or have the opportunity to participate in the Saskatchewan Proceeding or the Quebec Proceeding, as applicable, or to share in the distribution of any funds received as a result of the settlement in either proceeding.

- (d) Any Class Member described in Paragraphs 52 and 53 above who does not validly opt out of the Saskatchewan Proceeding or the Quebec Proceeding in the manner and time prescribed above, shall be deemed to have elected to participate in the applicable proceeding and no further right to opt out of the Saskatchewan Proceeding or the Quebec Proceeding will be provided in the future.

58. Within seven (7) days of the Opt-Out Deadline, the Claims Administrator will provide to Counsel for the Defendants and Class Counsel a report containing the names of each Class Member who has validly and timely opted out of the Saskatchewan Proceeding or the Quebec Proceeding, the reason for the opt out, if known, and a summary of the information delivered to the Claims Administrator.

59. If any potential Class Member states in their Opt-Out Form that they intend to commence litigation against the Defendants, the Claims Administrator shall forward their Opt-Out Form to the Defendants.

60. With respect to any Class Member who validly opts out of the Saskatchewan Proceeding or the Quebec Proceeding, the Defendants reserve all of their legal rights and defences.

61. Class Counsel shall not act for any Class Member who validly opts out of the Saskatchewan Proceeding or the Quebec Proceeding against the Defendants in any proceeding that relates to the same or similar subject matter as either proceeding.

62. The Saskatchewan Plaintiffs and the Quebec Plaintiff through their respective Class Counsel expressly waive all rights to opt out of the Saskatchewan Proceeding or the Quebec Proceeding, respectively.

5.2 Objection Procedure

63. A Class Member may object to the approval of the Settlement Agreement by sending an Objection and Notice of Intention to Appear by pre-paid mail, courier, fax, or email to the Claims Administrator. The Claims Administrator is required to forward all Objections and Notices of Intention to Appear to the Defendants and Class Counsel within 48 hours after receiving an objection.

64. Objections and Notices of Intention to Appear must be received on the Objection Deadline at the latest.

65. A Class Member who wishes to object to the approval of the Settlement Agreement shall state in their Objection and Notice of Intention to Appear:

- (a) The full name, current mailing address, fax number, telephone number, and email address of the person who is objecting;
- (b) A brief statement of the nature and reasons for the objection;
- (c) A declaration that the person believes they are a member of the Saskatchewan Class or the Quebec Class and the reason for that belief; and
- (d) Whether the person intends to appear at the Saskatchewan Settlement Approval Hearing or the Quebec Settlement Approval Hearing and, if so, if the person intends to appear by counsel, and if by counsel, the name, address, telephone number, fax number, and email address of counsel.

66. Within seven (7) days of the Objection Deadline, the Claims Administrator will report to the applicable Court, with a copy to Counsel for the Defendants and Class Counsel, the names of persons who objected and copies of any objections.

67. A Class Member who opts out shall not be entitled to submit an Objection and Notice of Intention to Appear or appear or be heard at the Saskatchewan Settlement Approval Hearing or the Quebec Settlement Approval Hearing.

SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

68. The Defendants shall have the right, at their sole discretion, to terminate this Settlement Agreement if:

- (a) Either the Saskatchewan Court or the Quebec Court does not approve this Settlement Agreement or any term or part thereof deemed material by the Defendants;
- (b) Either the Saskatchewan Court or the Quebec Court approves this Settlement Agreement in a modified form;
- (c) Either the Saskatchewan Court or the Quebec Court issues a settlement approval order that is inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedules “H” or “I”;
- (d) Any order approving this Settlement Agreement made by the Court does not become a Final Order;
- (e) The Saskatchewan Court does not grant an order dismissing the Saskatchewan Proceeding;
- (f) The order dismissing the Saskatchewan Proceeding does not become a Final Order;
- (g) Class Counsel does not obtain a written undertaking from counsel representing the Plaintiffs in the Other Court Proceedings by the Date of Execution in accordance with this Settlement Agreement including Section 2.7 herein;
- (h) Any of the Other Court Proceedings are not discontinued or any order approving the Discontinuances does not become a Final Order;

- (i) Class Counsel does not obtain the statutory required consents and executed Provincial Health Insurer Releases by the Date of Execution in accordance with this Settlement Agreement including Section 2.8 herein; or
- (j) The opt-out threshold is exceeded. The opt-out threshold is defined in a companion agreement to this Settlement Agreement that is confidential and will be filed with the Courts under seal (the “**Companion Agreement**”).

69. To exercise a right of termination, the Defendants shall deliver a written notice of termination to Class Counsel. Upon delivery of such a written notice, the Settlement Agreement is terminated, this Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

70. Any order, ruling or determination made or rejected by the Courts with respect to Class Counsel Fees, Class Counsel Disbursements or Saskatchewan Plaintiffs’ Honorarium 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.

6.2 If Settlement Agreement is Terminated

71. If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) no application or motion to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Defendants and/or Counsel for the Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received

from the Defendants and/or Counsel for the Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants and/or Counsel for the Defendants to any other person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants and/or Counsel for the Defendants, or received from the Defendants and/or Counsel for the Defendants in connection with this Settlement Agreement, may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the relevant Defendant(s). Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information; and

- (c) the Parties shall be returned to the position they were in immediately before the Settlement Agreement was executed in respect of all of the Proceedings.

6.3 Return of the Settlement Amounts Following Termination

72. If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Claims Administrator shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Defendants the amount the Defendants paid into the Trust Account pursuant to Paragraphs 36 and 37, plus all accrued interest thereon, and less any Administration Expenses incurred or payable, if applicable.

6.4 Survival of the Provisions After Termination

73. If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the paragraphs 46, 51, 69, 71, 72, 73, 86 and 87 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of paragraphs 46, 51, 69, 71, 72, 73, 86 and 87 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 7 – RELEASES

7.1 Release of Releasees

74. Upon the Effective Date, and in consideration of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors shall forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have. And for the consideration provided herein, the Releasors agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity (including, without limitation, any health care professionals, health care providers, or health care facilities) which might claim damages and/or contribution and indemnity and/or other relief under the provisions of *The Contributory Negligence Act* (Saskatchewan), the *Negligence Act* (Ontario), the *Consumer Protection and Business Practices Act* (Saskatchewan), the *Consumer Protection Act, 2023* (Ontario) or other comparable provincial or territorial legislation and any prior versions thereof or amendments thereto, the common law, Québec civil law, or any other statute, for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature, from one or more of the Releasees.

75. The full and final release with respect to the Released Claims shall be approved by the Saskatchewan Court and the Quebec Court.

76. The Plaintiffs and Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

77. The full and final release with respect to the Released Claims encompasses the entire share of the Releasees, in any solidary liability in connection with the Released Claims, which the Releasors acknowledge having received. The Releasors consequently release the Releasees from all solidarity pertaining to the Released Claims.

78. Class Counsel shall seek orders at the Saskatchewan Settlement Approval Hearing and the Quebec Settlement Approval Hearing which shall include a term releasing the claims of the Provincial Health Insurers in substantially the following form, with any necessary adjustments to be permissible under Saskatchewan or Quebec law:

In consideration of the payments made to the PHIs set out in this Settlement Agreement, the PHIs will be deemed to release and forever discharge any and all manner of claims which the PHIs ever had, now have, or hereafter can, shall or may have pursuant to the PHIs' rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted, or which hereafter may or could be asserted, by or on behalf of any Plaintiff and Class Member relating in any way to the purchase, acquisition or use of Xarelto® and other claims asserted in the Saskatchewan Proceeding and/or the Quebec Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of the Plaintiffs and Class Members that were or could have been brought by any PHI pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Releasees (all as defined in the Settlement Agreement). The PHIs may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the claims released in this Settlement Agreement.

79. Without limiting any other provisions herein, each Plaintiff and Class Member, whether or not he or she submits a Claim Package or otherwise receives a Compensatory Payment, will be deemed by this Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.

80. Each Plaintiff and Class Member, whether or not he or she submits a Claim or otherwise receives a Compensatory Payment will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Defendants or Releasees any claims that relate to or constitute any Released Claims.

7.2 Covenant Not to Sue

81. Upon the Effective Date, and notwithstanding paragraphs 74-80 above, for any Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead the Releasors covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.3 No Further Claims

82. Upon the Effective Date, each of the Releasors, including but not limited to the Saskatchewan Plaintiffs, the Quebec Plaintiff and Class Counsel, shall not then or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claims. For greater certainty and without limiting the generality of the foregoing, each of the Releasors, including but not limited to the Saskatchewan Plaintiffs, the Quebec Plaintiffs, and Class Counsel, shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

7.4 Material Term

83. The releases, covenants, discontinuances, dismissals, and granting of consent contemplated in Section 7 shall be considered a material term of the Settlement Agreement, and the failure of any Court to approve the releases, covenants, discontinuances, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 6 of the Settlement Agreement.

SECTION 8 – BAR ORDER

84. The Plaintiffs, Class Counsel, and the Defendants agree that the Settlement Approval Orders must include, if permissible under Saskatchewan and/or Quebec law as applicable, a bar order from the Courts providing for the following:

- (a) to the extent such claims are recognized at law, all claims for contribution or indemnity or other claims, whether asserted or unasserted, including any asserted in a representative capacity, inclusive of interest, taxes, and costs relating to or arising from the Released Claims which were or could have been brought in the Saskatchewan Proceeding or the Quebec Proceeding, or that have, or could have been, asserted by a separate action by any Defendant or by any other person or party against the Defendants, including by a Defendant against any Defendant, shall be barred, prohibited and enjoined (unless such a claim is made in respect of a claim by a person who has validly opted out of the Saskatchewan Proceeding or the Quebec Proceeding, as applicable);
- (b) if the Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise, is a legally recognized claim:
 - (i) the Plaintiffs and/or Class Members shall not claim or be entitled to recover from any Defendant the portion of any damages, costs, or interest awarded in respect of any claim(s) that correspond(s)

to the proportionate liability of any of the Defendants as proven at trial; and

- (ii) the Court shall have full authority to determine the proportionate liability at the trial or other disposition of the proceeding, whether or not any of the Releasees remain in the proceeding or appear at the trial or other disposition, and the proportionate liability of the Releasees shall be determined as if the Releasees are Parties to the Saskatchewan Proceeding or the Quebec Proceeding, as applicable, and any determination by the Court in respect of the proportionate liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceedings.

85. The Parties acknowledge that the bar order contemplated in this Section 8 is a material term of the Settlement Agreement and the failure of the Court to approve the bar order contemplated herein shall give rise to a right of termination pursuant to Section 6 of the Settlement Agreement.

SECTION 9 – EFFECT OF SETTLEMENT

9.1 No Admission of Liability

86. The Plaintiffs and the Defendants expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, 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 deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability whatsoever by the Defendants, or of the truth of any of the claims or allegations contained in the Proceedings against the Defendants and cannot be used for any purpose whatsoever in any current or subsequent proceeding relating to the matters in issue in the Saskatchewan Proceeding, the Quebec Proceeding or the Other Court Proceedings.

9.2 Agreement not Evidence

87. The Parties agree that, whether or not it 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, 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 proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

9.3 No Further Litigation

88. No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or proceeding commenced by any person against the Defendants which relates to or arises from the Released Claims. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Saskatchewan Proceeding, the Quebec Proceeding or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

SECTION 10 – NOTICES TO SETTLEMENT CLASS

10.1 Notices Required

89. As soon as practicable after the Date of Execution, the Saskatchewan Class shall be given the Saskatchewan Certification and Settlement Approval Hearing Notice in the form approved by the Saskatchewan Court.

90. As soon as practicable after the Date of Execution, the Quebec Class shall be given the Quebec Settlement Approval Hearing Notice in the form approved by the Quebec Court.

91. If the Settlement Agreement is approved by the Courts, the Settlement Approval Notice shall be published and disseminated by the Claims Administrator within sixty (60) days of the Effective Date.

10.2 Form and Distribution of Notices

92. The notices described in the above paragraphs shall be in the forms attached as Schedules as indicated above and approved by the Court.

93. The notices described in the above paragraphs shall be published and disseminated in accordance with the Notice Plan attached as Schedule “D”, as approved by the Court.

SECTION 11 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

11.1 Responsibility for Fees, Disbursements and Taxes

94. The Defendants shall not be liable for any fees, disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or Class Members, or any lien of any person on any payment to any Class Member.

11.2 Court Approval for Class Counsel Fees and Disbursements

95. Class Counsel Fees and Class Counsel Disbursements, including applicable taxes, shall be paid out of the Settlement Amount in an amount to be awarded by the Courts. Class Counsel shall apply to the Courts for an award of Class Counsel Fees and Class Counsel Disbursements.

96. Class Counsel's collective request for Class Counsel Fees, exclusive of taxes, and Class Counsel Disbursements shall not exceed the lowest of either 30% or a lower percentage provided for in the fee agreement between the Saskatchewan Plaintiffs and Saskatchewan Class Counsel of the Settlement Amount.

97. Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Class Counsel Disbursements, plus applicable taxes, contemporaneous with seeking approval of this Settlement Agreement.

98. Class Counsel Fees and Class Counsel Disbursements, plus applicable taxes, shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees or Class Counsel Disbursements shall be paid from the Trust Account prior to the Effective Date.

11.3 Not a Condition

99. The settlement of the Saskatchewan Proceeding and the Quebec Proceeding shall in no way be conditional upon the approval by the Courts of Class Counsel Fees and/or Class Counsel Disbursements. No order or proceeding relating to Class Counsel Fees and Class Counsel Disbursements, nor any appeal therefrom, nor any subsequent modification, shall have the effect of terminating or rescinding the settlement of the Saskatchewan Proceeding or the Quebec Proceeding, or modifying or affecting the implementation, performance and timing of the settlement of the Saskatchewan Proceeding or the Quebec Proceeding.

SECTION 12 – MISCELLANEOUS

12.1 Authorship

100. The Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them solely by reason of authorship.

12.2 Public Comments

101. The Parties and their respective counsel agree that when publicly commenting on the claims that have been settled pursuant to the Settlement Agreement, they shall, amongst other things:

- (a) inform the inquirer that all claims have been settled pursuant to the Settlement Agreement and to the satisfaction of the Parties and the Class Members;
- (b) inform the inquirer that the settlement of the claims, which are subject to the Settlement Agreement, is fair, reasonable, and in the best interests of the Class;

- (c) decline to comment in a manner that would cast the conduct of any Party in a negative light, or reveal anything expressed, either orally or in writing, during settlement negotiations; and
- (d) inform the inquirer that the Settlement Agreement is not to be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability whatsoever by the Defendants, or of the truth of any of the claims or allegations contained in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Defendants.

12.3 Motions for Direction

102. Class Counsel, the Defendants, or the Claims Administrator may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

103. All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

12.4 Headings, etc.

104. In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.5 Computation of Time

105. In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in *The King’s Bench Rules*, the act may be done on the next day that is not a holiday.

12.6 Ongoing Jurisdiction

106. The Courts shall maintain jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Class Members, and Defendants attorn to the jurisdiction of the Courts for such purposes. The provision shall not be used by any entity, whether or not a Party to these proceedings, in an effort to establish any of the alleged facts, the jurisdiction of the Canadian courts over any foreign party, or the certification of any other proceedings in any province of Canada.

12.7 Governing Law

107. This Settlement Agreement and all disputes arising out of or in connection with it shall be governed by and construed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

108. Notwithstanding Paragraph 107, for matters relating specifically to the Quebec Proceeding and the Quebec Class, the Quebec Court shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

12.8 Entire Agreement

109. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.9 Amendments

110. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

12.10 Binding Effect

111. This Settlement Agreement shall be binding upon, and **enure** to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns, in all jurisdictions in Canada. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees in all jurisdictions of Canada.

12.11 Counterparts

112. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.12 Negotiated Agreement

113. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.13 Language

114. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English. The Defendants

will be responsible for translating all materials in French once they are finalized, including the Settlement Agreement and all attachments thereto.

12.14 Recitals

115. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

12.15 Schedules

116. The Schedules annexed hereto form part of this Settlement Agreement.

12.16 Acknowledgements

117. Each of the Parties hereby affirms and acknowledges that:

- (a) he, she 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 the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the 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 the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.17 Authorized Signatures

118. Each of the undersigned represents that he or she 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.

12.18 Notice

119. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Saskatchewan Proceeding

E.F. Anthony Merchant, K.C.
Merchant Law Group LLP
2401 Saskatchewan Drive, Suite 100
Regina, SK S4P 4H8
Tel: 306-359-7777
Fax: 306-522-3299
Email: tmerchant@merchantlaw.com

For the Plaintiff and for Class Counsel in the Quebec Proceeding

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri, Suite 102
Montréal, QC H2L 4C3
Tel: 514-266-7863, ext. 2
Fax: 514-868-9690
Email: jorenstein@clg.org

For the Defendants

Michel Gagné and Dorothy Charach
McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto ON M5K 1E6
Tel: 514-397-4204
Fax: 514-875-6246
Email: mgagne@mccarthy.ca

Jason Mohrbutter
MLT Aikins

1500 Hill Centre I, 1874 Scarth St,
Regina, SK S4P 4E9 Tel: 306-347-8484
Fax: 306-975-7145
Email: jmohrbutter@mltaikins.com

-48-

Matthew Fleming
Dentons Canada LLP
77 King St W, Suite 400
Toronto ON M5K 0A1
Tel: 416-863-4634
Fax: 416-863-4592
Email: matthew.fleming@dentons.com

[Remainder of page intentionally left blank.]

12.19 Date of Execution

120. The Parties have executed this Settlement Agreement as of the date on the cover page.

PLAINTIFFS AND CLASS COUNSEL:

Name of Authorized Signatory: Verna Tluchak

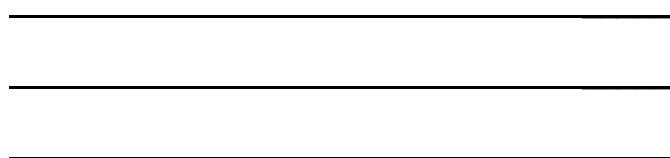
Signature of Authorized Signatory:



**THE ESTATE OF MIKE TLUCHAK AND
VERNA TLUCHAK**

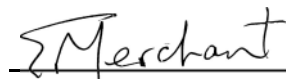
Names of Authorized Signatory: Gil Désautels, Nicole Clément, ès qualités of
liquidators of the Estate of Diane Gagnon

Signature of Authorized Signatory:



THE ESTATE OF DIANE GAGNON

Name of Authorized Signatory:



Signature of Authorized Signatory:

[Evatt Merchant, KC](#)

MERCHANT LAW GROUP LLP

Name of Authorized Signatory:



Signature of Authorized Signatory:



12.19 Date of Execution

120. The Parties have executed this Settlement Agreement as of the date on the cover page.

PLAINTIFFS AND CLASS COUNSEL:

Name of Authorized Signatory: Verna Tluchak

Signature of Authorized Signatory:

**THE ESTATE OF MIKE TLUCHAK AND
VERNA TLUCHAK**

Names of Authorized Signatory: Gil Désautels, Nicole Clément, ès qualités of
liquidators of the Estate of Diane Gagnon

Signature of Authorized Signatory:



Nicole Clément

THE ESTATE OF DIANE GAGNON

Name of Authorized Signatory:

Signature of Authorized Signatory:

MERCHANT LAW GROUP LLP

Name of Authorized Signatory:

Signature of Authorized Signatory:

12.19 Date of Execution

120. The Parties have executed this Settlement Agreement as of the date on the cover page.

PLAINTIFFS AND CLASS COUNSEL:

Name of Authorized Signatory: Verna Tluchak

Signature of Authorized Signatory:

**THE ESTATE OF MIKE TLUCHAK AND
VERNA TLUCHAK**

Names of Authorized Signatory: Gil Désautels, Nicole Clément, ès qualités of
liquidators of the Estate of Diane Gagnon

Signature of Authorized Signatory:


THE ESTATE OF DIANE GAGNON

Name of Authorized Signatory:

Signature of Authorized Signatory:

MERCHANT LAW GROUP LLP

Name of Authorized Signatory:



Signature of Authorized Signatory:

Jeff Orenstein

-50-

CONSUMER LAW GROUP INC.

DEFENDANTS AND COUNSELS:

Name of Authorized Signatory:

Michel Gagné

Signature of Authorized Signatory:

DocuSigned by:

Michel Gagné

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BAYER INC., BAYER A.G., BAYER CORPORATION, BAYER HEALTHCARE LLC, BAYER CANADIAN HOLDINGS INC., BAYER HEALTHCARE AG, BAYER PHARMA AG, and BAYER HEALTHCARE PHARMACEUTICALS, INC

Name of Authorized Signatory:

Matthew Flemming

Signature of Authorized Signatory:

Signed by:

Matthew Flemming

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BAYER INC., BAYER A.G., BAYER CORPORATION, BAYER HEALTHCARE LLC, BAYER CANADIAN HOLDINGS INC., BAYER HEALTHCARE AG, BAYER PHARMA AG, and BAYER HEALTHCARE PHARMACEUTICALS, INC

Name of Authorized Signatory:

McCarthy Tétrault LLP

Signature of Authorized Signatory:

DocuSigned by:

Michel Gagné

D0B149C9EEE04FF...

MCCARTHY TÉTRAULT LLP

Name of Authorized Signatory:

Signature of Authorized Signatory:

DocuSigned by:
Jason Mohrbutter
786FC50749E54CE...
MLT AIKINS

Name of Authorized Signatory:

Dentons Canada LLP

Signature of Authorized Signatory:

Signed by:
Matthew Fleming
C21DD507C1D8419
DENTONS CANADA LLP

SCHEDULE "A"

COMPENSATION PROTOCOL

1. Capitalized terms used in this Compensation Protocol are as defined in the *Settlement Agreement*.

I. Claims Period

2. A Class Member who wishes to receive Compensatory Payments under the Settlement agreement must provide the Claims Administrator with a Claim Package, which includes a completed Claim Form and supporting documents, during the Claims Period.

3. All Claim Packages with a completed Claim Form and supporting documents must be received by the Claims Administrator by 5:00 pm Pacific Standard Time ("PST") on the last day of the Claim Period. The Claims Administrator shall deny any Claim received or completed after that date and time.

- (a) Mailed or couriered Claim Forms received after the Claim Period but post marked or deposited with the courier on or before the Claim Period will be deemed received on the post marked date or the date deposited with the courier.
- (b) E-mailed or faxed Claim Forms will be deemed received on the date and time received by the Claims Administrator.

4. The Claims Administrator shall issue an Acknowledgement Letter to the Claimant within seven (7) days of receipt of the Claimant's Claim Package.

II. Determination of Eligibility

5. To receive a Compensatory Payment, a Claimant must satisfy the Claims Administrator that he or she is a Claimant who meets the eligibility criteria by completing and submitting a valid Claim Package to the Claims Administrator with related medical, pharmaceutical, and other records. The Claimant (or their legal or estate representative) must satisfy the Claims Administrator that:

- (a) the Claim relates to a Primary Claimant who was prescribed Xarelto® in Canada, as described in section III below;
- (b) the Primary Claimant experienced a Qualifying Serious Bleeding Event, as defined in section IV below; and
- (c) the Primary Claimant ingested Xarelto® contemporaneous with their Qualifying Serious Bleeding Event, as described in section III below.

6. The Claims Administrator will assess each Claim Package to determine whether there is evidence of proof that these minimum qualifying criteria are met. If a Claim Package does not meet these minimum qualifying criteria, or if a Claim Package is not properly completed, the required documents have not been submitted by the Claimant, there is a discrepancy disclosed by a given Claim Package and the Claim Form or other documentation submitted by the Class Member, or the Claim Package is in any way deficient, the Claims Administrator will send the Claimant a Deficiency Letter. The

Deficiency Letter is to be sent as soon as possible within 30 days from the receipt of the Claimant's Claim Package.

7. Claimants may supplement their Claim Packages at any time before the end of the Claims Period. Notwithstanding the definition of the Claim Period in the Settlement Agreement, Claimants will have 45 days after the Claims Administrator sends a Deficiency Letter to amend or supplement their Claim Packages. The Claims Administrator will finalize all eligibility and points allocation decisions pursuant to the point system outlined below in section V after this extension to the Claim Period has concluded.

8. Once the Claim Package is complete, the Claims Administrator shall assess the Claim for eligibility for a Compensatory Payment, and shall prepare and send a Claim Determination Decision to the Claimant.

9. The Claims Administrator shall make best efforts to adjudicate a Claim Package and render a Claim Determination Decision as to eligibility and points allocation within 60 days of receiving a Claim.

10. The Claims Administrator shall provide Claim Determination Decisions by way of a letter or email to the Class Member. If the Class Member has legal counsel, the Claim Determination Decision will be sent to counsel directly.

11. Claim Determination Decisions are final and may not be appealed.

III. Evidence of prescription and use

12. To establish the prescription and use of Xarelto® necessary to establishing eligibility for a Compensatory Payment, a Claimant must produce proof in the form of contemporaneous medical or pharmacy records that (i) a Primary Claimant was prescribed Xarelto®, and (ii) a pharmacy dispensed Xarelto® to them. A Claimant must also swear or affirm a statement (which may be included on the Claim Form) that the Primary Claimant ingested Xarelto® within 24 hours prior to experiencing a Qualifying Serious Bleeding Event, as defined in section IV below.

13. Where these medical and pharmacy records are unavailable and provided that the Qualifying Serious Bleeding Event took place before November 2023, and there is therefore no record confirming that the Class Member was prescribed and/or ingested Xarelto®, then the following may be considered by the Claims Administrator as acceptable evidence of the Primary Claimant's prescription and use of Xarelto®:

- (a) A signed declaration from the Primary Claimant's physician who treated the Primary Claimant at the material time, which includes current contact information, confirming that, to the best of his or her recollection, Xarelto® was prescribed to the Primary Claimant, or that the treating physician was otherwise aware that the Primary Claimant was ingesting Xarelto® within 24 hours prior to experiencing a Qualifying Serious Bleeding Event; and
- (b) A signed declaration by the Primary Claimant's physician who treated the Primary Claimant at the material time explaining that:

- (i) a search of the treating physician's records was undertaken and no record confirming proof of ingestion or use of Xarelto® could be located;
- (ii) the physician treated the Primary Claimant at the material time;
- (iii) based on the review of the treating physician, there is no record that contradicts the treating physician's recollection with respect to the timing of use and Xarelto® being prescribed or used;
- (iv) to the best of the treating physician's knowledge, there is no reason to doubt the accuracy of his or her recollection with respect to the Primary Claimant's prescription or use of Xarelto®;
- (v) his or her memory should be considered sufficient in the absence of records; and
- (vi) the treating physician agrees to comply with any further questions or audits conducted by the Claims Administrator with respect to statements that the Primary Claimant was prescribed and ingested Xarelto®.

14. A statement by the Primary Claimant that Xarelto® was used is sufficient if and only if the physician described in paragraph 13 is deceased or has ceased to practice and evidence of same is provided.

15. Evidence of prescription or purchase of Xarelto® will also be considered evidence of ingestion of Xarelto®.

16. Where, after the first date of generic entry of rivaroxaban occurred in Canada, supporting medical documents reference only "rivaroxaban" and there is no indication in the evidence provided that Xarelto® was prescribed, then the Claimant will not be eligible for compensation.

IV. Qualifying Serious Bleeding Events

17. To be eligible to receive a Compensatory Payment, a Claimant must produce proof in the form of contemporaneous medical documentation that a Primary Claimant suffered one of the following serious bleeding events (the "**Qualifying Serious Bleeding Events**") that puts them into one of the following four categories of Claimants:

- (a) a bleed that led to their death ("**Deceased Claimants**");
- (b) a bleed that resulted in either a brain injury with longterm sequelae (cognitive and/or physical) or significant organ damage with longterm sequelae (cognitive and/or physical) ("**Seriously Injured Claimants**");
- (c) a bleed resulting in a prolonged (5+ days) hospital stay with minimal or no longterm consequences ("**Lengthy Stay Claimants**"); or
- (d) a bleed resulting in a shorter hospital stay (of a minimum of 24 hours up to 4 days) with minimal or no longterm consequences ("**Short Stay Claimants**").

18. More specifically, a Claimant must demonstrate that they suffered the applicable category of injury specified in paragraph 17, as follows:

- (a) The legal representative of **Deceased Claimants** must provide true copies of:
 - (i) at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in their death; **or**
 - (ii) if the medical record of the Deceased Claimant has been destroyed by the custodian, evidence of same and a signed note from a physician, who was duly qualified to practice in a Canadian province or territory and involved in the Claimant's care or treatment at the time that the Primary Claimant experienced the bleed, stating that the Primary Claimant experienced a bleed that resulted in their death; and
 - (iii) in addition to either (i) or (ii), the Primary Claimant's death certificate.
- (b) **Seriously Injured Claimants** must provide true copies of:
 - (i) at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either a brain injury that will likely negatively affect their cognitive and/or physical ability for the remainder of their life or a significant organ damage that will likely negatively affect their cognitive and/or physical ability for the remainder of their life; **or**
 - (ii) if the medical records have been destroyed by the custodian, evidence of such destruction and a signed note from a physician, who was duly qualified to practice in a Canadian province or territory and involved in the Primary Claimant's care or treatment at the time that the Primary Claimant experienced a bleed that resulted in either a brain injury that will likely negatively affect their cognitive and/or physical ability for the remainder of their life or a significant organ damage that will likely negatively affect their cognitive and/or physical ability for the remainder of their life.
- (c) **Lengthy Stay Claimants** must provide true copies of:
 - (i) at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either:
 - (A) A hospital stay of 5 or more days; or
 - (B) A prolonged hospital stay of 5 or more days longer than expected; or
 - (ii) if their medical records have been destroyed by the custodian, evidence of same and a signed note from a physician, who was duly qualified to practice in a Canadian province or territory and involved in the Primary Claimant's care or treatment at the time that the Primary Claimant experienced the bleed, stating that the Primary Claimant experienced a bleed that resulted in either:
 - (A) A hospital stay of 5 or more days; or
 - (B) A prolonged hospital stay of 5 or more days longer than expected.
- (d) **Short Stay Claimants** must provide true copies of:
 - (i) at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either:

- (A) A hospital stay of a minimum of 24 hours up to 4 days; or
 - (B) A prolonged hospital stay of a minimum of 24 hours up to 4 days longer than expected.
- (ii) if their medical records have been destroyed by the custodian, evidence of same and a signed note from a physician, who was duly qualified to practice in a Canadian province or territory and involved in the Primary Claimant's care or treatment at the time that the Primary Claimant experienced the bleed, stating that the Primary Claimant experienced a bleed that resulted in either:
 - (A) A hospital stay of a minimum of 24 hours up to 4 days; or
 - (B) A prolonged hospital stay of a minimum of 24 hours up to 4 days longer than expected.

19. For a Family Claimant to be eligible to receive a settlement payment pursuant to the Settlement Agreement, the Family Claimant must, either themselves or through the Primary Claimant or the Primary Claimant's legal representative, provide:

- (a) The following evidence of the relationship between themselves and the Primary Claimant:
 - (i) in the case of a spouse or companion, or equivalent relationship recognized by the statutory laws in a particular province or territory, a true copy of a marriage certificate, court order, or other legal proof of marriage or common law or statutory partnership, or alternately a sworn affidavit;
 - (ii) in the case of a parent or step parent, or child or step child, or equivalent relationship recognized by the statutory laws in a particular province or territory, a birth certificate, adoption certificate, court order, or legal equivalent, or alternately a sworn affidavit;
 - (iii) in the case of any other family member (including, where applicable and as defined in a particular province or territory, and without limitation, a grandparent, grandchild, sibling, spouse of a child, unborn child, and support recipient):
 - (A) if the Primary Claimant is alive and capable, a sworn or affirmed declaration of the relationship from both the Primary Claimant and from the Family Claimant (or his or her legal representative if deceased or unborn); or
 - (B) if the Primary Claimant is incapable, a sworn or affirmed declaration of the relationship from the Family Claimant.

20. The contemporaneous medical documentation referenced in paragraph 17 may include medical records, clinical records, hospital records, pathology records, laboratory records, and similar records. The records may be supplemented by a declaration of the Primary Claimant's health care provider that confirms the diagnosis, treatment, and nature of the injury.

V. Allocation of Settlement and Point System

21. Claimants with Approved Claims will receive Compensatory Payments based on the category of Qualifying Serious Bleeding Events they belong to and in proportion to

the points they are awarded under the following system, and in addition to any additional Compensatory Payments they establish entitlement to from the Special Circumstances Fund described in section VI below:

	Deceased Claimants	Seriously Injured Claimants	Lengthy Stay Claimants	Short Stay Claimants
Claimant (or Estate)	5	25	5	1
Spouse	3	3	X	X
Child	2	2	X	X
Parent	2	2	X	X
Any other family member	1	1	X	X

22. No Claimant shall be eligible to receive a Compensatory Payment for more than one of the four categories of Qualifying Serious Bleeding Events. In the event that a Claimant fits into more than one of these four categories, if the Claimant has an Approved Claim, they will receive compensation only for the category that provides them with the highest compensation, and for greater certainty, Seriously Injured Claimants who are also Deceased Claimants will be categorized as Seriously Injured Claimants.

23. The plaintiffs in the Saskatchewan Proceeding and the Quebec Proceeding will be approved without the need to provide supporting documentation.

- (a) In the Saskatchewan Proceeding, the Estate of Mr. Tluchak will be approved as the Estate of the Deceased Claimant and Mrs. Tluchak as the Spouse of the Deceased Claimant, both under category 1 (Deceased Claimants).
- (b) In the Quebec Proceeding, Ms. Gagnon will be approved under category 3 (Lengthy Stay Claimants).

24. The Defendants shall pay the gross Minimum Settlement Amount (which amount is inclusive of the amount for the Special Circumstances Fund, described below) for up to 250 Primary Claimants with Approved Claims, regardless of the number of Family Claimants with Approved Claims.

25. The Defendants shall pay up to an additional CAD\$750,000 (for an overall possible total of CAD\$5,250,000, i.e. the Maximum Settlement Amount) based on the following:

- (a) CAD\$15,957.44 for each additional Primary Claimant with an Approved Claim, in excess of the 250 Primary Claimants with Approved Claims, up to an aggregate total of 297 such claimants, regardless of the number of Family Claimants with Approved Claims.
- (b) If the number of Primary Claimants with Approved Claims exceeds 297, then the Compensatory Payments shall be reduced pro rata.

VI. Special Circumstances Fund

26. \$500,000 out of the Settlement Amount will be set aside for the creation of a fund for special circumstances (the “**Special Circumstances Fund**”).

27. Claimants can apply to the Special Circumstances Fund to be awarded an additional Compensatory Payment over and above the Compensatory Payments to be awarded to Claimants under the point system provided herein. This will require documentation in the form of a signed physician’s note, along with supporting medical records and a sworn/affirmed affidavit from the Claimant/litigation guardian or a family member of the Claimant, demonstrating that the Claimant/family member(s) of the Claimant suffered special circumstances that justify extra funding.

28. The structure and distribution for the Special Circumstances Fund will be determined by the Claims Administrator. Examples of special circumstances may include, but are not limited to: very young age of the Primary Claimant; particularly devastating injuries; complete loss of ability to work, etc.

29. If the Special Circumstances Fund is oversubscribed, then claims within that oversubscribed fund will be reduced pro rata.

30. If the full amount of \$500,000 for the Special Circumstances Fund is undersubscribed (i.e., fewer claims for that type of compensation are approved than dollars available in that fund), then all the dollars remaining in the undersubscribed fund shall “waterfall” into the fund going to all Claimants with Approved Claims.

VII. General

31. The Claims Administrator will seek to follow the processes outlined herein, but the Claims Administrator may also establish further processes for the management or the determination of the Claims so as to ensure a fair, just, and timely determination of the Claim Packages on the merits and consistency in the application of this Settlement Agreement. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process.

32. The Claims Administrator may at any time request further information from a Claimant if the Claims Administrator believes such information is necessary and available to validate the Claim Package, including as it pertains to ambiguities or inconsistencies in the Claim Package.

33. If the Claimant has legal counsel, all inquiries or requests will be sent to his/her lawyer. If the Claims Administrator does not receive the additional information requested or responding answers within 45 days after sending a Claimant a Deficiency Letter, the Claim shall be assessed on the basis of the material provided by the Class Member.

34. The Claims Administrator may consider the materials provided in a Claim Package whether or not such materials would be admissible in a court of law.

35. Confirmation of eligibility and entitlement shall be determined on a balance of probabilities and common law principles.

SCHEDULE “B”

SASKATCHEWAN CERTIFICATION AND SETTLEMENT APPROVAL HEARING NOTICE

NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT OF XARELTO® LITIGATION

This Notice contains a summary of some of the terms of the Settlement Agreement dated **[Date of Execution]**. All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

NOTICE OF CERTIFICATION

A Canada-wide settlement has been reached in a proposed class action relating to the prescription drug Xarelto® (the “**Settlement**”). This notice advises you that the following lawsuit was certified as a class action and that the Parties have now agreed to settle with a similar class action in Québec, without any admission of liability, and subject to Court approval in both provinces: *Tluchak (Estate) et al. v. Bayer Inc. et al.*, commenced in the Court of King’s Bench for Saskatchewan, Docket QBG-RG-00517-2015 (the “**Proceeding**”).

The Proceeding raised various allegations against the Defendants and sought damages on behalf of Canadians outside of Quebec for harm and injuries that were allegedly related to the use of Xarelto®. The Defendants deny the allegations made in the Proceedings, make no admission as to the truth of these allegations, and deny any wrongdoing.

The allegations made by the Plaintiffs have not been proven in Court and should not be considered in any way to be medical advice. This Notice advises you of the certification of the Proceeding as a class action and of the hearing that will be held to decide whether the Settlement Agreement should be approved (the “**Settlement Approval Hearing**”). You may attend the Settlement Approval Hearing. You can review the originating documents for the Proceeding, the certification order, as well as the Settlement Agreement and related documents at the settlement website: **[LINK]**, or you can contact the Court appointed Claims Administrator, **[CLAIMS ADMINISTRATOR]**, at the address listed below.

WHO IS INCLUDED?

A certification order has been granted for the following class (the “**Saskatchewan Class**”) and, if the Settlement Agreement is approved, it will apply to:

Canadian residents, other than residents of Québec, who were prescribed and ingested Xarelto® in Canada on or before [DATE OF EXECUTION] (“**Primary Class Members**”), and individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Class Member (“**Family Class Members**”).

A separate notice that applies to certain residents of Québec who were prescribed and ingested Xarelto® can be found at [insert reference].

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for the creation of a settlement fund of at least \$4.5 million (CDN), and up to \$5.25 million (CDN) depending on the number of Approved Claims, which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements and any applicable taxes. Payments to approved Claimants will be made to Class Members who meet the criteria described below within the specified timeframes. Each category of injury will be assigned points by the Claims Administrator subject to various eligibility criteria. Net settlement proceeds will be allocated among the Approved Claims in proportion to the cumulative points each Claimant is awarded under the Compensation Protocol described in the Settlement Agreement. Not all Class Members will be eligible for compensation.

If you are a member of the Saskatchewan Class as described above, you may be eligible for compensation if, on or before the expiry of the Claim Period, which will be posted on the settlement website, you submit a Claim Form with supporting medical, pharmaceutical, or other documentation that establishes that you or a family member was prescribed Xarelto® in Canada before [DATE OF EXECUTION] (“**Primary Claimant**”), and the Primary Claimant:

- (a) experienced a bleeding event that led to the Primary Claimant’s death, resulted in a brain injury or other significant organ damage with long-term cognitive or physical impairment, or required at least 24 hours of hospitalization; and
- (b) used Xarelto® within 24 hours before experiencing the bleeding event.

Supporting documentation to establish the prescription and use of Xarelto® includes medical, pharmacy, and other records that Xarelto® (or before November 2023, rivaroxaban) was prescribed and dispensed by a pharmacy. As more fully described in the Compensation Protocol, in some cases, a statement by a Claimant or his or her physician may suffice to establish the prescription and use of Xarelto®.

To be eligible for compensation as a family member of a Primary Claimant, evidence must be provided of the requisite relationship, which differs by province. A comprehensive list of eligible **Family Claimants** is located at [Claims Administration website].

The Claims Administrator is responsible for determining the validity of Claims and for allocating points to Approved Claims based upon the severity of the bleeding events. In special circumstances, such as young age of the primary claimant, devastating injuries, complete loss of ability to work, etc., an additional amount may be awarded from a Special

Circumstances Fund. The Claims Administrator's decisions are final and may not be appealed.

If the Settlement is approved, Class Counsel will make an application for Class Counsel Fees and Disbursements of at least \$1,350,000 and up to \$1,575,000, plus taxes, to be paid from the Settlement Amount. Approval of the Settlement Agreement is not contingent on the outcome of any application regarding Class Counsel Fees and Disbursements. The Saskatchewan Plaintiffs will also seek approval of a \$25,000 Honorarium for their contribution to advancing the class action on behalf of the Class.

RIGHT TO PARTICIPATE OR OPT OUT

If you are a member of the Saskatchewan Class and wish to participate in the Settlement, you do not need to do anything at this time. Members of the Saskatchewan Class who do not opt out will be bound by the Settlement Agreement and the releases in it and will be entitled to share in any of the benefits that may become available to them as Saskatchewan Class Members, provided that they submit a Claim Form in the process described above. If you are a member of the Saskatchewan Class and you do not wish to participate in the Settlement, then you must opt out. Opt-Out Forms are available at [\[LINK\]](#) or by contacting [\[CLAIMS ADMINISTRATOR\]](#) at the address below. The deadline to opt out of the Settlement and the Proceeding is [\[OPT-OUT DEADLINE\]](#).

Class Members who opt out will not be bound by the Settlement Agreement or the releases in the Settlement Agreement but will also not be entitled to share in any of the proceeds that may become available to Class Members as part of the Settlement.

The Proceeding will be dismissed as part of the Settlement Agreement. There will be no further opportunity to opt out of the Settlement Agreement or the Proceeding.

SETTLEMENT APPROVAL HEARING

In order for the Settlement to become effective, it must be approved by the Saskatchewan Court. The Saskatchewan Court must be satisfied that the Settlement Agreement is fair, reasonable, and in the best interest of the Class Members. The Settlement Approval Hearing has been scheduled on [\[DATE OF SETTLEMENT APPROVAL HEARING\]](#).

If the Settlement Approval Hearing is adjourned and/or if the hearing will be held virtually, details will be posted on the settlement website: [\[LINK\]](#).

If the Settlement Agreement is not approved by the Saskatchewan Court in a form agreed to by the Parties to the Proceeding, the Settlement Agreement shall terminate and its terms shall no longer be binding on Class Members. In that case, all parties shall be restored to their pre-Settlement Agreement positions.

OBJECTING TO THE PROPOSED SETTLEMENT AND OPPORTUNITY TO APPEAR

If you wish to object to the proposed Settlement Agreement, you must submit a written objection no later than 5:00pm PST on **[OBJECTION DEADLINE]**. The following information must be included in the written objection delivered to Class Counsel:

- (a) Your full name, current mailing address, fax number, telephone number, and email address;
- (b) A brief statement of your reasons for the objection;
- (c) A declaration that you believe you are a member of the Saskatchewan Class and the reason for that belief; and
- (d) A statement about whether you intend to appear at the Saskatchewan Settlement Approval Hearing and, if so, if you intend to appear by legal counsel and, if by counsel, the name, address, telephone number, fax number, and email address of your legal counsel.

Your written objection must be sent to the Claims Administrator by no later than **[OBJECTION DEADLINE]** at the address listed at the end of this Notice. The Claims Administrator will file copies of all objections with the Saskatchewan Court.

You may also attend the Saskatchewan Settlement Approval Hearing on the date noted above and, if you have submitted a written objection, you may request to make oral submissions to the Saskatchewan Court.

NOTICE OF SETTLEMENT APPROVAL

If the proposed Settlement Agreement is approved by the Courts, a notice of approval will be published on **[LINK]** and otherwise made available as ordered by the Saskatchewan Court. Class Members will have a limited amount of time to submit a claim for compensation. If the proposed Settlement Agreement is approved, a downloadable version of the Claim Package, including the Claim Form, will be made available online at **[LINK]** or, alternatively, a Claim Package can be requested from the Claims Administrator by e-mail at: **[EMAIL]**, by telephone at **[TELEPHONE]**, or by regular mail at the address listed below. If you intend to submit a claim under the proposed Settlement Agreement, you must do so on or before the expiry of the Claim Period, which will be posted on the settlement website if the proposed Settlement Agreement is approved: **[LINK]**.

CLASS COUNSEL IS:

Merchant Law Group LLP

2401 Saskatchewan Drive, Suite 100

Regina, SK S4P 4H8

Tel: 306-359-7777

Fax: 306-522-3299

E.F. Anthony Merchant, K.C.

Email: tmerchant@merchantlaw.com

CLAIMS ADMINISTRATOR AND MORE INFORMATION:

For more information on the status of the Saskatchewan Settlement Approval Hearing or on how to opt out of, comment on, or object to the Settlement Agreement, or to view the Settlement Agreement, visit **[LINK]** which will be periodically updated with information on the settlement approval process and the Proceeding.

You should consult the Settlement Agreement at the settlement website **[LINK]** or contact Class Counsel or **[CLAIMS ADMINISTRATOR]** for specific details as to your rights and obligations under the Settlement Agreement.

[CLAIMS ADMINISTRATOR CONTACT]

PLEASE DO NOT CONTACT THE DEFENDANTS OR THE COURTS ABOUT THESE PROCEEDINGS.

This Notice has been approved by the Court of King's Bench for Saskatchewan.

SCHEDULE “C”

QUEBEC SETTLEMENT APPROVAL HEARING NOTICE

NOTICE OF PROPOSED SETTLEMENT OF XARELTO® LITIGATION

This Notice contains a summary of some of the terms of the Settlement Agreement dated **[Date of Execution]**. All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

THE CLASS ACTION

A Canada-wide settlement has been reached in a class action relating to the prescription drug Xarelto® (the “**Settlement**”). On July 22, 2020, the Superior Court of Québec authorized a class action in the judicial district of Montréal in the case of *Gagnon vs. Bayer Inc. et al.*, court file no. 500-06-000732-152 (the “**Proceeding**”). A similar class action was certified in the Court of King’s Bench for Saskatchewan for residents of Canada outside of Québec.

The Proceeding raised various allegations against the Defendants and sought damages on behalf of residents of Québec for harm and injuries that were allegedly related to the use of Xarelto®. The Defendants deny the allegations made in the Proceeding, make no admission as to the truth of these allegations, and deny any wrongdoing.

The allegations made by the Plaintiff have not been proven in Court and should not be considered in any way to be medical advice. This Notice advises you of the hearing that will be held to decide whether the Settlement Agreement should be approved (the “**Settlement Approval Hearing**”). You may attend the Settlement Approval Hearing. You can review the originating documents for the Proceeding, as well as the Settlement Agreement and related documents at the settlement website: **[LINK]**, or you can contact the Court appointed Claims Administrator, **[CLAIMS ADMINISTRATOR]**, at the address listed below.

WHO IS INCLUDED?

An authorization order has been granted for the following class (the “**Québec Class**”) and, if the Settlement Agreement is approved, it will apply to:

*All persons residing in Québec who were prescribed and have ingested the drug Xarelto® (rivaroxaban) from January 1, 2008 to **[DATE OF EXECUTION]**, and their successors, assigns, family members, and dependants*

A separate notice that applies to Canadian residents, other than residents of Québec, who were prescribed and ingested Xarelto® can be found at **[insert reference]**.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for the creation of a settlement fund of at least \$4.5 million (CDN), and up to \$5.25 million (CDN) depending on the number of Approved Claims, which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements and any applicable taxes. Payments to approved Claimants will be made to Class Members who meet the criteria described below within the specified timeframes. Each category of injury will be assigned points by the Claims Administrator subject to various eligibility criteria. Net settlement proceeds will be allocated among the Approved Claims in proportion to the cumulative points each Claimant is awarded under the Compensation Protocol described in the Settlement Agreement. Not all Class Members will be eligible for compensation.

If you are a member of the Québec Class as described above, you may be eligible for compensation if, on or before the expiry of the Claim Period, which will be posted on the settlement website, you submit a Claim Form with supporting medical, pharmaceutical, or other documentation that establishes that you or a family member was prescribed Xarelto® in Canada before **[DATE OF EXECUTION]** (“**Primary Claimant**”), and the Primary Claimant:

- (a) experienced a bleeding event that led to the Primary Claimant’s death, resulted in a brain injury or other significant organ damage with long-term cognitive or physical impairment, or required at least 24 hours of hospitalization; and
- (b) used Xarelto® within 24 hours before experiencing the bleeding event.

Supporting documentation to establish the prescription and use of Xarelto® includes medical, pharmacy, and other records that Xarelto® (or before November 2023, rivaroxaban) was prescribed and dispensed by a pharmacy. As more fully described in the Compensation Protocol, in some cases, a statement by a Claimant or his or her physician may suffice to establish the prescription and use of Xarelto®.

To be eligible for compensation as a family member of a Primary Claimant, evidence must be provided of the requisite relationship. A comprehensive list of eligible **Family Claimants** is located at **[Claims Administration website]**.

The Claims Administrator is responsible for determining the validity of Claims and for allocating points to Approved Claims based upon the severity of the bleeding events. In special circumstances, such as young age of the primary claimant, devastating injuries, complete loss of ability to work, etc., an additional amount may be awarded from a Special Circumstances Fund. The Claims Administrator’s decisions are final and may not be appealed.

If the Settlement is approved, Class Counsel will make an application for Class Counsel Fees and Disbursements of at least \$1,350,000 and up to \$1,575,000, plus taxes, to be

paid from the Settlement Amount. Approval of the Settlement Agreement is not contingent on the outcome of any application regarding Class Counsel Fees and Disbursements.

RIGHT TO PARTICIPATE OR OPT OUT

If you are a member of the Québec Class and wish to participate in the Settlement, you do not need to do anything at this time.

If you are a member of the Québec Class who was prescribed and has ingested Xarelto® prior to October 1st, 2020, you may **not** opt out of this class action.

If you are a member of the Québec Class who was prescribed and has ingested Xarelto® between October 1st, 2020 and **[DATE OF EXECUTION]** and if you do not wish to participate in the Settlement, then you must opt out of this class action. Opt-Out Forms are available at **[LINK]** or by contacting **[CLAIMS ADMINISTRATOR]** at the address below, and must be sent to the Claims Administrator and to the registry of the Superior Court of Québec, District of Montréal, at 1 Notre-Dame Street East, Montréal, Québec, H2Y 1B6, by regular mail. The deadline to opt out of the Settlement and the Proceeding by transmitting an Opt-Out Form to both the Claims Administrator and the registry of the Superior Court of Québec at the above-mentioned address is **[OPT-OUT DEADLINE]**.

Members of the Québec Class who do not opt out will be bound by the Settlement Agreement and the releases in it and will be entitled to share in any of the benefits that may become available to them as Québec Class Members, provided that they proceed within the timeframes provided for in the Settlement Agreement to advance their claims.

The Settlement provides that all Class Members who do not validly opt out from this class action will release and forever discharge the Defendants and other entities from all legal claims that arise from, or relate in any way to, the facts and allegations made in this class action regarding Xarelto®, including claims relating to bleeding-related injuries. Class Members who do not validly opt out from this class action will not be permitted to start any other legal proceeding based on those allegations.

Class Members who opt out will not be bound by the Settlement Agreement or the releases in the Settlement Agreement but will also not be entitled to share in any of the proceeds that may become available to Class Members as part of the Settlement.

SETTLEMENT APPROVAL HEARING

In order for the Settlement to become effective, it must be approved by the Québec Court. The Québec Court must be satisfied that the Settlement Agreement is fair, reasonable, and in the best interest of the Class Members. The Settlement Approval Hearing has been scheduled on **[DATE OF QUÉBEC SETTLEMENT APPROVAL HEARING]**.

If the Settlement Approval Hearing is adjourned and/or if the hearing will be held virtually, details will be posted on the settlement website: **[LINK]**.

If the Settlement Agreement is not approved by the Québec Court in a form agreed to by the Parties to the Proceeding, the Settlement Agreement shall terminate, and its terms shall no longer be binding on Class Members. In that case, all parties shall be restored to their pre-Settlement Agreement positions.

OBJECTING TO THE PROPOSED SETTLEMENT AND OPPORTUNITY TO APPEAR

If you wish to object to the proposed Settlement Agreement, you must submit a written objection no later than 5:00pm PST on **[OBJECTION DEADLINE]**. The following information must be included in the written objection delivered to Class Counsel:

- (a) Your full name, current mailing address, fax number, telephone number, and email address;
- (b) A brief statement of your reasons for the objection;
- (c) A declaration that you believe you are a member of the Québec Class and the reason for that belief; and
- (d) A statement about whether you intend to appear at the Québec Settlement Approval Hearing and, if so, if you intend to appear by legal counsel and, if by counsel, the name, address, telephone number, fax number, and email address of your legal counsel.

Your written objection must be sent to the Claims Administrator by no later than **[OBJECTION DEADLINE]** at the address listed at the end of this Notice. The Claims Administrator will file copies of all objections with the Québec Court.

You may also attend the Québec Settlement Approval Hearing on the date noted above and, if you have submitted a written objection, you may request to make oral submissions to the Québec Court.

NOTICE OF SETTLEMENT APPROVAL

If the proposed Settlement Agreement is approved, a notice of approval will be published on [\[LINK\]](#) and otherwise made available as ordered by the Québec Court. Class Members will have a limited amount of time to submit a claim for compensation. If the proposed Settlement Agreement is approved, a downloadable version of the Claim Package, including the Claim Form, will be made available online at [\[LINK\]](#) or, alternatively, a Claim Package can be requested from the Claims Administrator by e-mail at: [\[EMAIL\]](#), by telephone at [\[TELEPHONE\]](#), or by regular mail at the address listed below. If you intend to submit a claim under the proposed Settlement Agreement, you must do so on or before the expiry of the Claim Period, which will be posted on the settlement website if the proposed Settlement Agreement is approved: [\[LINK\]](#).

CLASS COUNSEL IS:

Consumer Law Group Inc.

Jeff Orenstein
1030 Berri St., Suite 102
Montreal, Québec H2L 4C3

Phone: (514) 266-7863 ext. 2
Email: jorenstein@clg.org
Website: www.clg.org

CLAIMS ADMINISTRATOR AND MORE INFORMATION:

For more information on the status of the Québec Settlement Approval Hearing or on how to opt out of, comment on, or object to the Settlement Agreement, or to view the Settlement Agreement, visit [\[LINK\]](#) which will be periodically updated with information on the settlement approval process and the Proceeding.

You should consult the Settlement Agreement at the settlement website [\[LINK\]](#) or contact Class Counsel or [\[CLAIMS ADMINISTRATOR\]](#) for specific details as to your rights and obligations under the Settlement Agreement.

[\[CLAIMS ADMINISTRATOR CONTACT\]](#)

PLEASE DO NOT CONTACT THE DEFENDANTS ABOUT THESE PROCEEDINGS.

The publication of this notice to class members has been approved and ordered by the Québec Court.

SCHEDULE “D”

NOTICE PLAN

All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement.

The Parties have agreed to the below Notice Plan as it relates to (i) the Saskatchewan Certification and Settlement Approval Hearing Notice, (ii) the Quebec Settlement Approval Hearing Notice and (iii) the Settlement Approval Notice, subject to Court approval.

The Parties understand that this Notice Plan may be modified by the Court, in which case any court-mandated modification shall automatically become part of this Notice Plan.

The costs of the below Notice Plan are included in the Administration Expenses, which are to be paid using the Settlement Amount.

I. The Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice (collectively the “Approval Hearing Notices”)

The Approval Hearing Notices shall be disseminated as follows.

a. Traditional Media (Magazines and Newspapers)

The Saskatchewan Certification and Settlement Approval Hearing Notice shall be published in the form of a 1/4-page advertisement in 1 edition of the following publications:

	Publication	Circulation	Estimated Cost
A)	The National Post	479,000	\$2,500
B)	Macleans	1,500,000	\$10,780

The Quebec Settlement Approval Hearing Notice shall be published in the form of a 1/4-page advertisement in 1 edition of the following publications:

	Publication	Circulation	Estimated Cost
C)	La Presse digital	160,000 impressions	\$5,500
D)	Chatelain	1,400,000	\$15,212

b. Social Media Campaign

The Approval Hearing Notices shall be promoted through 2 Facebook campaigns, 1 for Quebec and 1 for Canadian residents outside Quebec, to begin as soon as practicable after the Saskatchewan and Quebec Courts approve the Approval Hearing Notices and to end on the Objection Deadline, and targeting men and women aged 50 years and up:

Target Audience	Circulation (45 days)	Estimated Cost
Quebec residents only	250,000 impressions and ~3,500 clicks	\$10,000
Canadian residents outside Quebec only	550,000 impressions and ~6,400 clicks	\$20,000

If Meta censors the advertisements as paid pharmaceutical promotion or otherwise, these funds will be redirected to additional GoogleAds.

c. GoogleAds

The Approval Hearing Notices will be disseminated via a paid Google digital media advertising campaign to begin as soon as practicable after the Saskatchewan and Quebec Courts approve the Approval Hearing Notices and to end on the Objection Deadline. The estimated cost is \$10,000.

d. Press Releases

Press releases adapting the content of the Approval Hearing Notices will be issued in English and French to news media and online audiences via Canada Newswire and Global Newswire. The estimated cost is \$9,500 for a 2000 word press release.

e. Direct (Emails)

Saskatchewan Counsel shall email the Saskatchewan Certification and Settlement Approval Hearing Notice to the persons who registered for this class action on their website (approximately 275 registrations).

Quebec Counsel shall email the Quebec Settlement Approval Hearing Notice to the persons who registered for this class action on their website (approximately 1,800 registrations).

f. Internet (Other)

The Claims Administrator shall establish and maintain a website dedicated to the Claims Administration where it shall publish the Approval Hearing Notices.

Saskatchewan Counsel shall publish the Saskatchewan Certification and Settlement Approval Hearing Notice on (i) their website (<https://www.merchantlaw.com/class-actions-recours-collectif-canada/xarelto-bayer>) and (ii) the Canadian Bar Association's National Class Action Database.

Quebec Counsel shall publish the Quebec Settlement Approval Hearing Notice on (i) their website (<https://clq.org/Class-Action/List-of-Class-Actions/Xarelto-Rivaroxaban-Drug-Side-Effects-Class-Action-Lawsuit>) and (ii) the Quebec Registry of class actions (<https://www.registredesactionscollectives.quebec>).

Other law firms who intend to submit claims for Compensatory Payments on behalf of Claimants may also publish the Approval Hearing Notices on their websites.

II. The Settlement Approval Notice

The Settlement Approval Notice shall be disseminated as follows.

a. Social Media Campaign

The Settlement Approval Notice shall be promoted through 2 Facebook campaigns, 1 for Quebec and 1 for Canadian residents outside Quebec, to begin as soon as practicable after the Effective Date and to end on the last day of the Claim Period, and that targets men and women aged 50 years and up:

Target Audience	Circulation (up to 120 days)	Estimated Cost
Quebec residents only	375,000 impressions and ~5,200 clicks●	\$15,000
Canadian residents outside Quebec only	687,000 impressions and ~8,000 clicks●	\$25,000

If Meta censors the advertisements as paid pharmaceutical promotion or otherwise, these funds will be redirected to additional GoogleAds.

b. GoogleAds

The Saskatchewan and Quebec Settlement Approval Notice will be disseminated via a paid Google digital media advertising campaign to begin as soon as practicable after the Effective Date and to end on the last day of the Claim Period. The estimated cost is \$10,000.

c. Press Releases

Press releases adapting the content of the Settlement Approval Notice will be issued in English and French to news media and online audiences via Canada Newswire and Global Newswire. The estimated cost is \$9,500 for a 2000 word press release.

d. Direct (Emails)

Saskatchewan Counsel shall email the Settlement Approval Notice to the persons who registered for this class action on their website (approximately 275 registrations).

Quebec Counsel shall email the Settlement Approval Notice to the persons who registered for this class action on their website (approximately 1,800 registrations).

e. Internet (Other)

The Claims Administrator shall publish the Settlement Approval Notices on the website that it establishes and maintains for the Claims Administration.

Saskatchewan Counsel shall publish the Settlement Approval Notice on (i) their website (<https://www.merchantlaw.com/class-actions-recours-collectif-canada/xarelto-bayer>) and (ii) the Canadian Bar Association's National Class Action Database.

Quebec Counsel shall publish the Settlement Approval Notice on (i) their website (<https://clg.org/Class-Action/List-of-Class-Actions/Xarelto-Rivaroxaban-Drug-Side-Effects-Class-Action-Lawsuit>) and (ii) the Quebec Registry of class actions (<https://www.registredesactionscollectives.quebec>).

Other law firms who intend to submit claims for Compensatory Payments on behalf of Claimants may also publish the Settlement Approval Notice on their websites.

SCHEDULE “E”

OPT-OUT FORM

This is NOT a Claim Form. If you reside in any province or territory in Canada other than Québec and were prescribed and ingested XARELTO® before [Date of Execution], completing this Opt-Out Form will exclude you and members of your family from participating in the settlement outlined in the Settlement Agreement dated [Date of Execution] (the “Canadian Settlement”).¹

If you reside in Québec and you were prescribed and ingested XARELTO® between October 1st, 2020 and [Date of Execution], completing this Opt-Out Form will exclude you from participating in the Canadian Settlement.

If you reside in any province or territory in Canada other than Québec, this Opt-Out Form must be completed, signed and received by the Claims Administrator no later than [Opt-Out Deadline] to be effective as an election to opt out of the Proceedings. If you reside in Québec, this Opt-Out Form must be completed, signed and received by both the Claims Administrator and the registry of the Québec Court.

Please read the entire form and follow the instructions carefully. Only completed Opt-Out Forms postmarked or received by the Claims Administrator and the registry of the Québec Court by [Opt-Out Deadline] will be considered valid.

SECTION 1 – IDENTIFICATION OF THE PERSON SIGNING THIS OPT OUT FORM (SELECT ONLY ONE OPTION):

XARELTO® Class Member:

- ☐ (a) I was prescribed and ingested XARELTO® in Canada, excluding Québec, before [Date of Execution]. By completing and signing this Opt-Out Form, I am excluding myself from participating in the Canadian Settlement. I understand that by opting out of the Canadian Settlement, I exclude both myself and any eligible Family Class Member from receiving benefits under the Settlement Agreement.
- ☐ (b) I am a resident of Québec and I was prescribed and ingested XARELTO® between October 1st, 2020 and [Date of Execution]. By completing and signing this Opt-Out Form, I am excluding myself from participating in the Canadian Settlement. I understand that by opting out of the Canadian Settlement, I exclude myself from receiving benefits under the Settlement Agreement.

¹ Unless otherwise indicated, capitalized terms have the meanings set out in the Settlement Agreement.

☐ **Legal representative:** I am the legal representative for the above identified Class Member. By completing and signing this Opt-Out Form, I am excluding the Class Member from participation in the Canadian XARELTO® Settlement Agreement. I understand that by opting the Class Member out of the Canadian Settlement, I exclude both them and any eligible Family Class Member from receiving benefits under the Settlement Agreement.

SECTION 2 – REASON FOR OPT OUT (OPTIONAL INFORMATION) – If you wish to give your reason for excluding yourself from the Settlement Agreement, please write it out below:

SECTION 3 – PERSONAL INFORMATION – Please provide the following information about yourself or, if you are filing this Opt-Out Form as the legal representative of a Class Member, please provide the following information about the Class Member.

First Name _____ Last Name _____

Date of Birth (DD/MM/YYYY) _____

Street Address _____

City _____ Province _____

Postal Code _____

Telephone _____ Telephone (Alternate) _____

Email _____

Health Card Number _____

Date of Death (if applicable) _____ Death Certificate Attached
DD/MM/YYYY

If you are filing this Opt-Out Form as the legal representative of a Class Member, please attach a copy of a court order or other official document(s) demonstrating that you are the duly authorized legal representative of the Class Member and check the box below describing the Class Member's status:

_____ minor (court order appointing guardian or property or custody order, if any, or sworn affidavit of the person with custody of the minor);

_____ a mentally incapable person (copy of a continuing power of attorney for property, or a Certificate of statutory guardianship);

_____ the estate of a deceased person (Letters Probate, Letters of Administration or Certificate of Appointment as Estate Trustee).

SECTION 4 – SIGNATURE

Date _____
DD/MM/YYYY

Name of Class Member _____

Signature of Class Member _____

Name of Legal Representative (if applicable) _____

Signature of Legal Representative (if applicable) _____

To be effective as an election to opt out of the proceedings, this Opt-Out Form must be completed, signed, sent to the Claims Administrator at the address listed below, by regular mail, courier or fax. If you reside in Québec and you were prescribed and ingested XARELTO® between October 1st, 2020 and **[Date of Execution]**, this Opt-Out Form must also be received by the Claims Administrator and the registry of the Québec Court no later than **[Opt-Out Deadline]** at:

[Insert Claims Administrator contact information]	Registry of the Superior Court of Quebec, District of Montreal, at 1
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	Notre-Dame Street East, Montreal, Quebec, H2Y 1B6
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SCHEDULE "F"

**ORDER APPROVING NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
HEARING**

COURT FILE NUMBER QBG 517/2015

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS THE ESTATE OF MIKE TLUCHAK AND
VERNA TLUCHAK

DEFENDANTS BAYER INC., BAYER A.G., BAYER
CORPORATION, and BAYER HEALTHCARE
LLC.

Brought under *The Class Actions Act*

ORDER

Order made this the ____ day of _____, 2025.

Before the Honourable _____ in chambers _____, 2025.

THIS APPLICATION MADE by the Plaintiffs for an Order pursuant to *The Class Actions Act*, SS 2001, c C-12.01, (the "CAA"): (i) setting a date for the Settlement Approval Hearing; (ii) approving the Notice of Certification and Settlement Approval Hearing, a copy of which is attached as Schedule "B" to this Order; and (iii) amending the class definition approved by the Honourable Justice Barrington-Foote, *ex officio*, in the judgement in this matter dated November 14, 2018, was heard this day.

UPON READING the materials filed on behalf of the Parties, including the Settlement Agreement dated **[INSERT DATE OF EXECUTION]**, attached as Exhibit "A" to this Order;

AND UPON HEARING the submissions of Class Counsel and Counsel for the Defendants;

THE COURT ORDERS THAT:

Settlement Approval Hearing

1. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order;
2. The Settlement Approval Hearing shall be heard on _____, 2025 at _____ a.m./p.m. **CST** at _____ **[court address]** **[in person/videoconference]**;

Notice of Certification and Settlement Approval Hearing

3. The form and content of the Notice of Certification and Settlement Approval Hearing in the form attached as Schedule "A" to this Order is hereby approved;
4. The Notice of Certification and Settlement Approval Hearing shall be disseminated and published in accordance with the Notice Plan, attached as Schedule "C" to this Order;
5. The Notice Plan constitutes fair and reasonable notice of the Certification and Settlement Approval Hearing to Class Members;

Class Definition

6. The class definition approved by the Honourable Justice Barrington-Foote, *ex officio*, in the judgement in this matter dated November 14, 2018, namely: "Canadian residents who were prescribed and ingested Xarelto in Canada ("Primary Claimants"), and individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Claimant ("Family Claimants")" is hereby amended to:

Canadian residents, excluding residents of Quebec, who were prescribed and ingested Xarelto® in Canada before **[DATE OF EXECUTION]** ("**Primary Class Members**"), and individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Class Member ("**Family Class Members**");

Claims Administrator

7. • is appointed as the Claims Administrator to administer the proposed Settlement, including processing Opt Outs;

Opt-Outs

8. Members of the Saskatchewan Class or their designees may opt out of the settlement of this Proceeding by sending a signed Opt-Out Form by pre-paid mail, courier, facsimile, or email to the Claims Administrator in the form attached to the Settlement Agreement as Schedule “•” by the Opt-Out Deadline;
9. An election to opt out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the Claims Administrator at the following address:

 •
10. Where an election to opt out is sent by mail and the postmark is not visible or legible, the election to opt out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Claims Administrator. Where the opt-out election is sent by email or facsimile, it must be received on or before the Opt-Out Deadline;
11. In order to be valid, Opt-Out Forms must be signed by the Class Member or their legal representative and must contain the following information:
 - a. the Class Member’s full name
 - b. the Class Member’s current address and telephone number (if they are not a Deceased Claimant); and
 - c. a statement to the effect that the Class Member or their legal representative wishes to be excluded from the Saskatchewan Proceeding.
12. Any Saskatchewan Class Member who does not opt out of this Proceeding by the Opt-Out Deadline and in accordance with the Settlement Agreement may not subsequently opt out without leave of Court, and will be bound by the Settlement

Agreement and/or any subsequent court decision or any settlement reached by the parties and approved by the Court;

13. Within seven (7) days of the expiration of the Opt-Out Deadline, the Claims Administrator shall provide to the Parties, through their counsel, a report containing the names of each Class Member who has validly and timely opted out of the Saskatchewan Proceeding, the reason for the opt out, if known, and a summary of the information delivered to the Claims Administrator;

Objections

14. Any objector who wishes to appear before the Court at the Settlement Approval Hearing must send a notice of intention to appear by sending a written objection by pre-paid mail, courier, fax, or email to the Claims Administrator before 5:00pm PST on or before the Objection Deadline. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf, if applicable;
15. The Claims Administrator is required to forward all objections to the Defendants and Class Counsel within 48 hours after receiving an objection.
16. A Saskatchewan Class Member who wishes to object to the approval of the Settlement Agreement shall state in their objection:
 - a. The full name, current mailing address, fax number, telephone number, and email address of the person who is objecting;
 - b. A brief statement of the nature and reasons for the objection;
 - c. A declaration that the person believes they are a member of the Saskatchewan Class and the reason for that belief; and
 - d. Whether the person intends to appear at the Saskatchewan Settlement Approval Hearing and, if so, if the person intends to appear by counsel, and if by counsel, the name, address, telephone number, fax number, and email address of counsel.

17. Within seven (7) days of the Objection Deadline, the Claims Administrator will report to the applicable Court, with a copy to Counsel for the Defendants and Class Counsel, the names of persons who objected and copies of any objections;
18. A Class Member who opts out shall not be entitled to submit a written objection or appear or be heard at the Settlement Approval Hearing;

No effect if Settlement not Approved

19. if the Settlement Agreement is not approved, if it is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, and all Opt-Out Forms delivered pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court;

Costs

20. There shall be no costs on this application.

ISSUED at Regina, Saskatchewan, this _____ day of _____, 2025.

Local Registrar

NOTICE

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

SCHEDULE "G"

QUEBEC SETTLEMENT APPROVAL HEARING ORDER

GRANT the present Application;

ORDER that for the purposes of this Judgment, the definitions contained in the Settlement Agreement, shall apply and are incorporated by reference;

AUTHORIZE, for the purpose of settlement only, the amendment of the Quebec Class description as follows:

"All persons residing in Quebec who were prescribed and have ingested the Xarelto® (rivaroxaban) from January 1, 2008, to • [INSERT: Date of Execution], inclusively, and their successors, assigns, family members, and dependants"

APPOINT provisionally • as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;

APPROVE the form, content and mode of dissemination of the Quebec Settlement Approval Hearing Notice, in French and in English, substantially in conformity with Schedules • to the Settlement Agreement;

ORDER the dissemination of the Quebec Settlement Approval Hearing Notice, in French and in English, substantially in conformity with Schedules • to the Settlement Agreement by •;

DECLARE that Class Members who wish to object to Court approval of the Settlement Agreement must do so in the manner provided for in the Quebec Settlement Approval Hearing Notice (Schedule • to the Settlement Agreement) and by the Objection Deadline to be included in the said notice;

APPROVE the form and content of the Opt-Out Form, in French and in English, substantially in conformity with Schedule • to the Settlement Agreement;

DECLARE that the only members of the Quebec Class who can opt-out from this class action are the members who were prescribed and ingested Xarelto between October 1, 2020 and • [INSERT: Date of Execution], inclusively;

DECLARE that the Class Members who were prescribed and ingested Xarelto between October 1, 2020 and • [INSERT: Date of Execution], inclusively, and who wish to opt-out from this class action and the Settlement Agreement thereof may do so by delivering the Opt-Out Form, in the manner provided for in the Quebec Settlement Approval Hearing Notice (Schedule • to the Settlement Agreement), and by the Opt-Out Deadline to be included in the said notice;

DECLARE that all Class Members who have not requested their exclusion be bound by any judgment to be rendered in this class action in the manner provided for by law;

DECLARE that in the event that the Settlement Agreement is terminated in accordance with Sections • of the Settlement Agreement, that this judgment shall be declared null and of no effect;

SCHEDULE the Settlement Approval Hearing at a date to be determined by the Court;

THE WHOLE, without legal costs.

SCHEDULE "H"

SASKATCHEWAN SETTLEMENT APPROVAL ORDER

COURT FILE NUMBER QBG 517/2015

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS THE ESTATE OF MIKE TLUCHAK AND
VERNA TLUCHAK

DEFENDANTS BAYER INC., BAYER A.G., BAYER
CORPORATION, and BAYER HEALTHCARE
LLC.

Brought under *The Class Actions Act*

ORDER

Before the Honourable Justice G.G. Mitchell in chambers _____, 2025.

THIS APPLICATION MADE by the Plaintiffs for an Order pursuant to *The Class Actions Act*, SS 2001, c C-12.01, (the "CAA") approving: (i) the Settlement Agreement reached between the Plaintiffs and the Defendants dated _____, 2025 (the "Settlement Agreement"), a copy of which is attached as Schedule "A" to this Order; (ii) the Settlement Approval Notice, a copy of which is attached as Schedule "B" to this Order; and (ii) Class Counsel's Fees and Disbursements in this proceeding was heard this day.

UPON READING the materials filed on behalf of the Parties;

UPON HEARING the submissions of Class Counsel and Counsel for the Defendants and any objector who has objected pursuant to the terms of the Settlement Agreement;

UPON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed;

AND UPON BEING ADVISED that while the Settlement Agreement is entered into on the basis that the settlement does not constitute an admission of liability and the

Defendants expressly deny liability and the truth of the Plaintiffs' allegations, the Parties having considered the risks and uncertainties associated with further proceedings have consented to the Order requested;

THE COURT ORDERS THAT:

Settlement Agreement

1. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order;
2. In the event of a conflict between the terms of this Order and the Settlement Agreement, this Order shall prevail;
3. All provisions of the Settlement Agreement, including its preamble, recitals, and definitions, form part of this Order and are binding upon the Saskatchewan Class Members, including Persons who are minors or are mentally incapable, Class Counsel, the Plaintiffs, the Provincial Health Insurers, and the Defendants;
4. The Compensation Protocol set out in Section 1 of the Settlement Agreement is fair and appropriate;
5. The Compensation Protocol is approved and the Settlement Amount shall be distributed in accordance with the terms of the Settlement Agreement following payment of Class Counsel Fees and Class Counsel Disbursements, payment to the Provincial Health Insurers in the all-inclusive amount of \$_____, and Administration Expenses;
6. The settlement of this proceeding, as set out in the Settlement Agreement, is fair and reasonable and in the best interests of the Saskatchewan Class Members and is hereby approved pursuant to s. 38 of the CAA and shall be implemented and enforced in accordance with its terms;

Notice

7. The form and content of the Settlement Approval Notice in the form attached as Schedule "B" to this Order is hereby approved;

8. The Settlement Approval Notice shall be disseminated and published in accordance with the Notice Plan, attached as Schedule “●” to the Settlement Agreement;

Claims Administration

9. The Claim Form substantially in the form attached as Schedule “●” to the Settlement Agreement is hereby approved. [REDACTED] is appointed as the Claims Administrator to receive the Claim Forms and implement the terms and conditions set out in the Settlement Agreement in relation thereto, and being granted the rights and obligations provided by the Settlement Agreement in that regard and for the distribution of the Settlement Amount, subject to any further order of this Court, as the case may be;
10. The Claims Administrator administer the claims strictly in accordance with the Settlement Agreement, including the Compensation Protocol, applying it fairly, consistently, competently, and rigorously.
11. All eligibility and compensation determinations shall be made independently and impartially, based solely on the evidentiary requirements set out in the Compensation Protocol, without regard to the potential impact on any party's aggregate payment obligations.

Releases and Dismissal

12. The full and final releases which are set out in the Settlement Agreement, including the releases by the Releasers and the Provincial Health Insurer Releases, are approved and granted and shall take effect upon the Effective Date;
13. In consideration of the payments made to the Provincial Health Insurers/PHIs set out in this Settlement Agreement, the PHIs will be deemed to release and forever discharge any and all manner of claims which the PHIs ever had, now have, or hereafter can, shall or may have pursuant to the PHIs' rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted, or which hereafter may or could be asserted, by or on behalf of any Plaintiff and Class Member relating in any way to the purchase, acquisition or use of Xarelto® and other claims asserted in the Saskatchewan Proceeding and/or the Quebec Proceeding, whether known or unknown, past or

future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of the Plaintiffs and Class Members that were or could have been brought by any PHI pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Releasees (all as defined in the Settlement Agreement). The PHIs may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the claims released in this Settlement Agreement.

14. The Settlement Agreement and this Order are binding upon the Saskatchewan Class Members, whether or not such Class Members claim or receive compensation, including persons who are minors or are mentally incapable, and the need for service or notice of this or any further or subsequent steps in these proceedings on the Public Guardian and Trustee, as well as all requirements under rules 2-14 to 2-22 of *The King's Bench Rules* are dispensed with in respect of this proceeding;
15. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Released Parties from the Released Claims;
16. Upon the Effective Date, each Saskatchewan Class Member shall be deemed to have consented to the dismissal of any other action or proceeding he or she may have commenced asserting Released Claims as against the Released Parties, without costs and with prejudice;
17. Upon the Effective Date, Saskatchewan Class Members shall not institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Released Party, or against any other person

that is entitled to claim contribution or indemnity from any Released Party, in respect of any Released Claim;

18. The Parties may, without further notice to the Class or further Order of the Court, amend, modify or expand the terms and provisions of the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Saskatchewan Class Members under the Settlement Agreement;
19. Neither the Settlement Agreement (including all terms thereof), nor its performance and implementation, shall be construed as any admission by the Defendants, including but not limited as to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Saskatchewan Class Member;
20. Other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement;
21. The Settlement Agreement and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court and the Other Court Proceedings are discontinued. If such orders or dispositions are not secured, this Order shall be null and void without prejudice to the rights of the Parties to proceed with the Saskatchewan Proceeding and the Quebec Proceeding and any agreement between the Parties incorporated into this Order shall be deemed in any subsequent proceedings to have been made without prejudice;
22. This Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason;
23. For the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

24. On notice to the Court but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement;
25. Upon the Effective Date, this Saskatchewan Proceeding is hereby dismissed against the Defendants, without costs and with prejudice, and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof;

Class Counsel Fees and Disbursements

26. Class Counsel Fees in the amount of \$_____, and Class Counsel Disbursements in the amount of \$_____ inclusive of applicable taxes, are fair and reasonable;
27. Class Counsel Fees and Class Counsel Disbursements are hereby approved pursuant to ss. 41 and 42 of the CAA; and

Costs

28. There shall be no costs on this application.

ISSUED at Regina, Saskatchewan, this _____ day of _____, 2025.

Local Registrar

NOTICE

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

SCHEDULE "I"

QUEBEC SETTLEMENT APPROVAL ORDER

GRANT the present Application;

ORDER that, except as otherwise specified in, or as modified by this judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;

DECLARE that the Settlement Agreement (including its Preamble and its Schedules):

- a) is valid, fair, reasonable and in the best interest of the Class Members;
- b) is hereby approved pursuant to article 590 of the Code of Civil Procedure; and
- c) shall be implemented in accordance with all of its terms;

APPROVE the Settlement Agreement, and Order the parties to respect its terms;

DECLARE that the Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the Civil Code of Quebec and that this Judgment and the Settlement Agreement are binding upon all parties and all Class Members who have not excluded themselves in a timely manner;

DECLARE that all Class Members, unless they validly opted out, are deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement, the release it contains and this Judgment;

ORDER that the settlement consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;

DECLARE that, by operation of this Settlement Approval Order, **unless the Settlement Agreement is terminated in accordance with the provisions of Section • thereof**, the Releasors, upon the present Settlement Approval Order becoming final, will be deemed to have, and by operation of this Approval Order will have, fully, finally, and forever released, relinquished and discharged the Releasees from all Released Claims, as those terms are defined in the Settlement Agreement, for all legal intents and purposes whatsoever;

DECLARE that, in consideration of the payments made to the PHIs set out in this Settlement Agreement, the PHIs will be deemed to release and forever discharge any and all manner of claims which the PHIs ever had, now have, or hereafter can, shall or may have pursuant to the PHIs' rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted, or which hereafter may or could be asserted, by or on behalf of any Plaintiff and Class Member relating in any way to the purchase, acquisition or use of Xarelto® and other claims asserted in the Saskatchewan Proceeding and/or the Quebec Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of the Plaintiffs and Class Members that were or could have been brought by any PHI pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical

screening or monitoring arising from the facts alleged in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Releasees (all as defined in the Settlement Agreement). The PHIs may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the claims released in this Settlement Agreement.

DECLARE that this Class Action is settled out-of-Court for all legal intents and purposes whatsoever, in accordance with the specific terms contained in the present Judgement and in the Settlement Agreement;

APPROVE the form, content and mode of dissemination of the Settlement Approval Notice, in its French and English versions, substantially in conformity with Schedules • of the Settlement Agreement;

ORDER the dissemination of the Settlement Approval Notice, in French and in English, substantially in conformity with Schedules • to the Settlement Agreement by •;

APPROVE the Compensation Plan, Schedule • to the Settlement Agreement;

APPOINT • as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement and the Compensation Plan;

ORDER that the Claims Administrator shall administer the claims strictly in accordance with the Settlement Agreement, including the Compensation Protocol, applying it fairly, consistently, competently, and rigorously;

ORDER that all eligibility and compensation determinations will be made independently and impartially, based solely on the evidentiary requirements set out in the Compensation Protocol, without regard to the potential impact on any party's aggregate payment obligations;

ORDER that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is necessary for executing the Settlement Agreement and the Compensation Plan and/or facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Plan;

ORDER that the Claims Administrator shall use the information provided to it through the claims administration process pursuant to this judgment for the sole purpose of executing the Settlement Agreement and the Compensation Plan and facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Plan, and for no other purpose;

TAKE ACT of the Claim Administrator's undertaking to produce a report on the administration of the settlement funds, pursuant to section 59 of the Regulation of the Superior Court of Québec in civil matters, and to give notice thereof to the Court and to the Fonds d'aide aux actions collectives;

THE WHOLE without legal costs.

SCHEDULE "J"

SETTLEMENT APPROVAL NOTICE

XARELTO® LITIGATION: NOTICE OF SETTLEMENT APPROVAL

This Notice contains a summary of some of the terms of the Settlement Agreement. All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

NOTICE OF SETTLEMENT APPROVAL

This is a notice for Class Members in the following Proceedings: *Tluchak (Estate) et al. v. Bayer Inc. et al.*, commenced in the Court of King's Bench for Saskatchewan, Docket QBG-RG-00517-2015 and *Gagnon c. Bayer inc.*, commenced in the Cour supérieure du Québec, Court File No. 500-06-000732-152 (the "**Proceedings**"). The Proceedings raised various allegations against the Defendants and sought damages on behalf of **all Canadians** for harm and injuries which were allegedly related to the use of Xarelto®. The settlement of the Proceedings (the "**Settlement**") has been approved by the Courts.

WHO IS INCLUDED?

The Settlement applies to the following Class Members:

- 1) Canadian residents, excluding residents of Québec, who were prescribed and ingested Xarelto® in Canada ("Primary Class Member") before [DATE OF EXECUTION], and individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Class Member ("Family Class Member") (the "**Saskatchewan Class**"); and
- 2) All persons residing in Québec who were prescribed and have ingested the drug Xarelto® (rivaroxaban) from January 1, 2008 to [DATE OF EXECUTION], and their successors, assigns, family members, and dependants (the "**Québec Class**").

SUMMARY OF THE SETTLEMENT

The Settlement provides for the payment of at least \$4,500,000 (CDN) which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements and any applicable taxes. Payments to approved Claimants will be made to Class Members who meet the criteria in the Compensation Protocol described below within the specified timeframes.

The Defendants deny all allegations and deny any wrongdoing or liability. The Courts have not taken any position on the merits of the arguments of either the Plaintiffs or the Defendants, but have determined that the Settlement Agreement is fair, reasonable, and

in the best interests of the Class Members. A term of the Settlement is that the Proceedings will be dismissed or discontinued, which means that the lawsuit has come to an end, and there will be no trial.

PARTICIPATING IN THE SETTLEMENT

Class Members who satisfy the eligibility criteria set out in the Compensation Protocol may be entitled to benefits that will be calculated in accordance with the points system detailed in the Compensation Protocol.

Until all claims have been adjudicated, it will not be possible to determine the exact value of the compensation that may be paid to eligible Claimants.

If you are a Class Member as defined above, you may be eligible for compensation if, on or before [last day of CLAIM PERIOD], you submit a Claim Form with supporting medical, pharmaceutical, or other documentation that establishes that you or a family member was prescribed Xarelto® in Canada before [DATE OF EXECUTION] (“**Primary Claimant**”), and the Primary Claimant:

- (a) experienced a bleeding event that led to the Primary Claimant’s death, resulted in a brain injury or other significant organ damage with long-term cognitive or physical impairment, or required at least 24 hours of hospitalization; and
- (b) used Xarelto® within 24 hours before experiencing the bleeding event.

Supporting documentation to establish the prescription and use of Xarelto® includes medical, pharmacy, and other records that Xarelto® (or before November 2023, rivaroxaban) was prescribed and dispensed by a pharmacy. As more fully described in the Compensation Protocol, in some cases, a statement by a Claimant or his or her physician may suffice to establish the prescription and use of Xarelto®.

To be eligible for compensation as a family member of a Primary Claimant, evidence must be provided of the requisite relationship, which differs by province. A comprehensive list of eligible **Family Claimants** is located at [Claims Administration website].

The Claims Administrator is responsible for determining the validity of Claims and for allocating points to Approved Claims based upon the severity of the bleeding events. In special circumstances, such as young age of the primary claimant, devastating injuries, complete loss of ability to work, etc., an additional amount may be awarded from a Special Circumstances Fund. The Claims Administrator’s decisions are final and may not be appealed.

MAKING A CLAIM

To make a Claim under the Settlement Agreement, you must complete and submit a Claim Package, including a completed Claim Form with the necessary supporting evidence detailed in the Compensation Protocol to the Claims Administrator on or before [last day of CLAIM PERIOD]. If you do NOT submit your Claim on time, you will not be eligible for any benefits under the Settlement Agreement. For further details on how

claims will be evaluated, you should refer to the Compensation Protocol outlined in the Settlement Agreement, available at [\[LINK\]](#).

The Claim Form requires that you provide medical records which can be time consuming to retrieve. It is very important that you start this process as soon as possible, if you or your lawyer have not already done so. You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

LEGAL FEES

The Courts approved Class Counsel Fees and Class Counsel Disbursements in the amount of at least \$1,350,000 and up to \$1,575,000, plus taxes. Class Counsel were retained on a contingency basis and were responsible for funding all expenses incurred in pursuing this litigation.

FOR MORE INFORMATION:

If you have questions about the Settlement, or would like to obtain more information or copies of the Settlement Agreement, Compensation Protocol or other related documents, in English or French, please visit the settlement website at [\[LINK\]](#), or contact the Claims Administrator or Class Counsel.

This Notice is a summary of the Settlement. You should consult the Settlement Agreement or contact Class Counsel or the Claims Administrator for specific details as to your rights and obligations under the Settlement Agreement.

CLAIMS ADMINISTRATOR:

[\[CONTACT INFORMATION FOR CLAIMS ADMINISTRATOR\]](#)

CLASS COUNSEL:

Merchant Law Group LLP

2401 Saskatchewan Drive, Suite 100

Regina, SK S4P 4H8

Tel: 306-359-7777

Fax: 306-522-3299

E.F. Anthony Merchant, K.C.

Email: tmerchant@merchantlaw.com

Consumer Law Group Inc.

1030 rue Berri, Suite 102

Montréal, QC H2L 4C3

Tel: 514-266-7863, ext. 2

Fax: 514-868-9690

Jeff Orenstein

Email: jorenstein@clg.org

PLEASE DO NOT CONTACT THE DEFENDANTS OR THE COURTS ABOUT THESE PROCEEDINGS.

This Notice has been approved by the Court of King's Bench for Saskatchewan, and the Cour supérieure du Québec.

SCHEDULE “K”**LIST OF PROVINCIAL HEALTH INSURER LEGISLATION**

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>Health Services Act</i> , RSNB 2014, c 112	“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 Minister of Long- Term Care	<i>Health Insurance Act</i> , RSO 1990 c H.6 <i>Home Care and Community Services Act 1994</i> , SO, 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	"insured services"
Yukon	Minister of Health and Social Services	<i>Hospital Insurance Services Act</i> , RSY 2002, c 112	"insured services" "insured health services"
Northwest Territories and Nunavut	Minister of Health and Social Services	<i>Hospital Insurance and Health and Social Services Administration Act</i> , RSNWT 1998, c T3 <i>Medical Care Act</i> , RSNWT 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 "L"

PROVINCIAL HEALTH INSURERS CONSENT AND RELEASE ("RELEASE")

WHEREAS [province specific legislation] (the "**Act**") permits a direct or subrogated claim (a "**Claim**") for the recovery of the costs for [insured services or analogous term] that have been incurred in the past and that will probably be incurred in the future and as further described in the Act and its regulations (collectively "**Insured Services or Analogous Term**");

AND WHEREAS, unless otherwise indicated, the defined terms in this Release have the same definitions as set out in the Settlement Agreement;

AND WHEREAS class proceedings were commenced in Saskatchewan and Québec against Bayer Inc., Bayer AG, Bayer Corporation, Bayer HealthCare LLC, Bayer Canadian Holdings Inc., Bayer HealthCare AG, Bayer Pharma AG and Bayer HealthCare Pharmaceuticals Inc. (collectively, the "**Defendants**") on behalf of a proposed class of Canadian residents who have been prescribed and ingested Xarelto® (as defined in the Settlement Agreement) (the "**Proceedings**");

AND WHEREAS pursuant to a Settlement Agreement dated [Date of Execution] (the "**Settlement Agreement**"), the Proceedings and all of the present and future claims of Class Members (as defined in the Settlement Agreement) for or relating in any way to Xarelto® are to be fully resolved, on a national basis, without admission of liability;

AND WHEREAS all claims in the Other Court Proceedings (as defined in the Settlement Agreement) and the Ontario Dismissed Proceedings (as defined in the Settlement Agreement) (together, the "**Other Proceedings**") are also to come to an end pursuant to the Settlement Agreement;

AND WHEREAS the Provincial Health Insurer (as defined in Schedule "●" to the Settlement Agreement) hereby consents to the Settlement Agreement;

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

IN CONSIDERATION OF the payment to be made from the Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, [statutorily designated official for the Provincial health Insurer], on behalf of the Provincial Health Insurer (the "**Releasor**"), releases and forever discharges any and all manner of claims which the Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to the Provincial Health Insurer's rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted, or which hereafter may or could be asserted by or on behalf of any Plaintiff (as defined in

the Settlement Agreement) or Class Member (as defined in the Settlement Agreement) relating in any way to the purchase, acquisition or use of Xarelto® and other claims asserted in the Saskatchewan Proceeding and/or the Quebec Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of Plaintiffs or Class Members that were or could have been brought by the Provincial Health Insurer pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Releasees (all as defined in the Settlement Agreement);

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

AND THE RELEASOR ACKNOWLEDGES AND AGREES that the Releasor may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the Released Claims (as defined in the Settlement Agreement).

AND THE RELEASOR FURTHER 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 (aside from the Settlement Agreement) affecting the Release.

AND FOR THE SAID CONSIDERATION, which is hereby acknowledged to be good and valuable consideration, the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Releasees or any person, firm, partnership, business or corporation who or which could claim contribution from, or seek to be indemnified by the Releasees, in respect of those matters to which this Release applies.

AND IT IS UNDERSTOOD that the Releasees, 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 their hand and seal this day of _____, 2025.

Witness Name

Printed Name of Statutorily Designated
Official for the Provincial Health Insurer
on behalf of [Province]

Signature of Statutorily Designated
Official for the Provincial Health Insurer
on behalf of [Province]

SCHEDULE "M" CLAIM FORM

Xarelto® Bleeding Canadian Class Action Settlement with Bayer

PART I. INSTRUCTIONS and ACKNOWLEDGMENT

If you wish to make a Claim for compensation in the Xarelto® bleeding class action, you must complete all 7 parts of this *Claim Form* AND provide related medical, clinical, hospital, pathology, laboratory, or similar records as well as any optional declarations from the Primary Claimant's health care provider or from Family Claimants, in one of the ways described below.

The end of the Claim Period is 5:00 pm on <month, day, 2025>.

To be considered for compensation under the settlement, you must submit your *Claim Package* on or before the end of the Claim Period by courier, email, fax, or mail to <name and address of Claims Administrator>.

If you do not submit your *Claim Form* by the end of the Claim Period, your Claim will be denied.

After you submit your *Claim Form*, the Claims Administrator will send you an *Acknowledgment Letter*.

- If you elect to be contacted by the Claims Administrator by email, you will receive an *Acknowledgment Letter* by email that contains an automatically-generated list of documents that you must also provide to be eligible for compensation based on the answers you provide below in your *Claim Form*. The letter will also state how to upload the documents to an online claims portal that is operated by the Claims Administrator.
- If you alternatively choose to be contacted by mail, the Claims Administrator will send you a list of documents that you must also provide to be eligible for compensation based on the answers you provided in your *Claim Form*. The letter will also state where you must send your documents to and by when.

Together, this *Claim Form*, and the records and optional declarations described above are your *Claim Package*. The Claims Administrator will also send you a *Deficiency Letter* if any of the following are evident:

- there is insufficient evidence that the minimum qualifying criteria are met;
- the *Claim Form* is not properly completed or is incomplete;
- the required documents have not been submitted with the *Claim Form*; and
- there is a discrepancy between information in the *Claim Form* and the supporting documentation without a sufficient explanation.

Schedule M – Xarelto® Bleeding Class Action Claim Form

If you receive a *Deficiency Letter*, you will have 45 additional days to amend or supplement your *Claim Package*. You may supplement your *Claim Package* at any time before <last day of Claim Period>. You must supplement your *Claim Package* if you receive a *Deficiency Letter* or if the Claims Administrator requests further information from you, and if you do not, your Claim will be assessed on the basis of the material you provided.

If your *Claim Package* is incomplete or otherwise deficient at the end of the Claim Period, your Claim will be denied.

After the end of the Claim Period or any extension thereto, the Claims Administrator will make all eligibility and points allocation decisions. The Claims Administrator will then send you a *Claim Determination Decision*. That decision will be final and may not be appealed.

To submit a Claim, you must answer each of the applicable questions below and confirm that you, your lawyer, or your estate or legal representative have reviewed and agree to be bound by the conditions above and the terms of the Settlement Agreement, Compensation Protocol, and the Settlement Approval Orders. The capitalized terms used in this *Claim Form* are defined in those documents. You may obtain them and additional assistance on how to complete this *Claim Form* online at <website of the Claims Administration>.

- ☐ I have reviewed the above and agree to be bound by the terms of the Settlement Agreement, Compensation Protocol, and Settlement Approval Orders.

Schedule M – Xarelto® Bleeding Class Action Claim Form

PART II. CLAIMANT

1. What is (or was) the name and address of the Primary Claimant to which this Claim relates?

- (a) name of Primary Claimant:
- (b) address of Primary Claimant:
- (c) birth date of Primary Claimant:

2. If you are an estate representative of a Primary Claimant or Family Claimant, please state the following:

- (a) name of representative:
- (b) address of representative:
- (c) nature of representation: ☐ estate representative ☐ legal representative

3. If you are a Family Claimant, the estate representative or legal representative of a Family Claimant, or are making a Claim on behalf of one or more Family Claimants, please identify and state the relationship of the Family Claimant to the Primary Claimant.

- (a) name of Family Claimant:
- (b) address of Family Claimant:
- (c) relationship of Family Claimant:

4. Do you have a lawyer who is acting for you on your Claim? ☐ Yes ☐ No

(a) If so, please provide his or her name and contact information. If you have a lawyer, the Claims Administrator will provide the documents to your lawyer at the address indicated above, and will also send all inquiries or requests to your lawyer.

- (i) name of lawyer:
- (ii) address of lawyer:

(b) If you do not have a lawyer, how would you like to receive documents about your Claim from the Claims Administrator? Check one:

- ☐ email:
- ☐ mail:

Schedule M – Xarelto® Bleeding Class Action Claim Form

PART III. PROOF OF EXPOSURE

5. Please provide details as to the Primary Claimant's prescription and use of Xarelto®.
- (a) Where was the Primary Claimant prescribed Xarelto®?
- (b) Who prescribed Xarelto® to the Primary Claimant?
- (c) When was Xarelto® prescribed?
- (d) Please provide the name and address of the pharmacy that dispensed Xarelto® to the Primary Claimant:
- (e) When did the Primary Claimant start taking Xarelto®?
- (f) When did the Primary Claimant stop taking Xarelto®?
- (g) Do you have supporting medical or pharmaceutical records corroborating the dates of prescription and use? Evidence of prescription or purchase of Xarelto® will be considered as evidence that the Primary Claimant also used Xarelto®.
- ☐ Yes ☐ No
- (h) Do the records reference "Xarelto"?
- ☐ Yes ☐ No
- (i) If not, do the records reference "rivaroxaban"?
- ☐ Yes ☐ No ☐ N/A
6. If you do not have such medical or pharmacy records, and if (and only if) the bleeding event(s) occurred before November 1st, 2023, do you have a signed declaration from a physician who treated the Primary Claimant stating the following:
- ☐ the current contact information for the treating physician;
 - ☐ the physician treated the Primary Claimant at the material time;
 - ☐ to the best of his or her recollection, Xarelto® was prescribed to the Primary Claimant on the dates indicated above, or the treating physician was otherwise aware that the Primary Claimant was taking Xarelto® within 24 hours of experiencing a bleeding event;
 - ☐ a search of the treating physician's records was undertaken and no record confirming proof of ingestion or use of Xarelto® could be located;
 - ☐ based on the review of the treating physician, there is no record that contradicts the treating physician's recollection with respect to Xarelto® being prescribed or used and the timing of the use;
 - ☐ to the best of the treating physician's knowledge, there is no reason to doubt the accuracy of his or her recollection with respect to the Primary Claimant's prescription or use of Xarelto®;
 - ☐ his or her memory should be considered sufficient in the absence of records; and
 - ☐ the treating physician agrees to comply with any further questions or audits conducted by the Claims Administrator with respect to statements that the Primary Claimant was prescribed and ingested Xarelto®?

Schedule M – Xarelto® Bleeding Class Action Claim Form

7. If you do *not* have a declaration from the Primary Claimant's physician because the physician is now deceased or has ceased to practice:

(a) Do you have documentary proof of the physician's status?

☐ Yes ☐ No

(b) Do you affirm that each of the following is true?

(i) The Primary Claimant was prescribed Xarelto®.

☐ Yes ☐ No

(ii) The Primary Claimant used Xarelto® within 24 hours of having the bleeding event(s)?

☐ Yes ☐ No

(iii) The bleeding event(s) occurred before November 1st, 2023?

☐ Yes ☐ No

Schedule M – Xarelto® Bleeding Class Action Claim Form

PART IV. PROOF OF BLEEDING

8. Did the Primary Claimant experience bleeding within 24 hours of the last time that he or she took Xarelto®?

☐ Yes ☐ No

9. If Yes:

(a) State the locations of the bleeding (if known):

(b) Do you have at least one medical record that verifies the bleeding event(s)?

☐ Yes ☐ No

10. Was the claimant hospitalized?

☐ Yes ☐ No

(a) If so: please state the:

o Hospital:

o Date Admitted:

o Time of Day Admitted:

o Date Discharged (if applicable):

o Time of Day Discharged (if applicable):

(b) Do you have at least one medical record that affirms the length of stay in the hospital?

☐ Yes ☐ No

(c) Alternatively, if you have not included at least one such medical record because the medical records have been destroyed, do you have a signed note from a physician who was involved in the Primary Claimant's care or treatment stating that the Primary Claimant experienced a bleed that resulted in a hospital stay and the length of the stay?

☐ Yes ☐ No

11. Did the Primary Claimant die as a result of the bleeding event(s)? ☐ Yes ☐ No

(a) If so, when?

(b) Do you have the Primary Claimant's death certificate?

☐ Yes ☐ No

(c) Do you have at least one medical record stating that the death was caused by the bleeding?

☐ Yes ☐ No

(d) Alternatively, if such a record existed but has now been destroyed, do you have a signed note from a physician who was involved in the Primary Claimant's care or treatment stating that the Primary Claimant experienced a bleed that resulted in the Primary Claimant's death?

☐ Yes ☐ No

Schedule M – Xarelto® Bleeding Class Action Claim Form

12. Did the bleeding result in an injury to the brain? ☐ Yes ☐ No
- (a) If so, do you have at least one medical record stating that the bleeding resulted in a brain injury?
☐ Yes ☐ No
- (b) Did the Primary Claimant suffer long term cognitive or physical impairment as a result?
☐ Yes ☐ No
- (c) If so, will the impairment negatively affect the remainder of the Primary Claimant's life?
☐ Yes ☐ No
- (d) If so, do you have at least one medical record from which that can be inferred?
☐ Yes ☐ No
- (e) Alternatively, If you do not have at least one such medical record because the medical records have been destroyed, do you have a signed note from a physician who was involved in the Primary Claimant's care or treatment stating so?
☐ Yes ☐ No
13. Did the bleeding result in significant damage to an organ other than the brain?
☐ Yes ☐ No
- (a) If so, which organ(s)?

list organ(s) affected

- (b) Do you have at least one medical record from which it can be inferred that the bleeding resulted in significant damage to the organ(s)?
☐ Yes ☐ No
- (c) Did the Primary Claimant suffer long term cognitive or physical impairment as a result?
☐ Yes ☐ No
- (d) If so, will the impairment negatively affect the remainder of the Primary Claimant's life?
☐ Yes ☐ No
- (e) If so, do you have at least one medical record from which that can be inferred?
☐ Yes ☐ No
- (f) Alternatively, if you do not have at least one such medical record because the medical records have been destroyed, do you have a signed note from a physician who was involved in the Primary Claimant's care or treatment stating so?
☐ Yes ☐ No

Schedule M – *Xarelto® Bleeding Class Action Claim Form***PART V. FAMILY CLAIMANTS**

14. If you are a Family Claimant, or are making a Claim on behalf of one or more Family Claimants, please state the names and addresses of each and their relationship to the Primary Claimant.

Name of Family Claimant	Relationship to Primary Claimant

15. Please confirm that you have submitted the required documentation to support the relationship of each Family Claimant listed above. You must submit the required documentation on behalf of each Family Claimant. Check all that apply.

- (a) spouse or companion: ☐ marriage certificate, court order, or other legal proof of marriage or common law or statutory partnership
☐ alternately, an affidavit
- (b) parent or step parent: ☐ birth certificate, adoption certificate, court order, or legal equivalent
☐ alternately an affidavit
- (c) child or step child: ☐ birth certificate, adoption certificate, court order, or legal equivalent
☐ alternately a sworn affidavit
- (d) grandparent: ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)
☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)
- (e) grandchild: ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)
☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)
- (f) sibling: ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)
☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)
- (g) spouse of a child: ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)

Schedule M – Xarelto® Bleeding Class Action Claim Form

- (h) unborn child:
- ☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)
 - ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)
 - ☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)
- (i) support recipient:
- ☐ sworn/affirmed declaration of the relationship from the Primary Claimant (if alive and capable)
 - ☐ sworn/affirmed declaration of the relationship from the Family Claimant (or if deceased or unborn, his or her legal representative)

Schedule M – Xarelto® Bleeding Class Action Claim Form

PART VI. SPECIAL CIRCUMSTANCES FUND

16. Are you making a claim from the Special Circumstances Fund?
☐ Yes ☐ No
17. If so, do you have each of the following to demonstrate that the Claimant, or his or her family members, suffered special circumstances?
☐ signed physician's note;
☐ supporting medical records; and
☐ affidavit from the Claimant, or his or her family member?

Schedule M – Xarelto® Bleeding Class Action Claim Form

PART VII. AFFIRMATION

18. To submit a Claim, you must affirm to the truth of the contents of this *Claim Form* and any subsequent amendments or supplements thereto. The contents of this form have been approved by 2 superior courts in Canada, and making a false statement may be considered as contempt of court by which you may be penalized by disallowance of your Claim or a monetary penalty, and in some circumstances, imprisonment, and regardless of where you reside.

(a) Do you affirm that the information in this *Claim Form* is true to the best of your knowledge?

☐ Yes ☐ No

(b) Do you also agree to be truthful in any subsequent amendments or supplements to this *Claim Form*?

☐ Yes ☐ No

Date Submitted:

YYYY-MM-DD

Signature of Claimant