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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MERCER COUNTY
DOCKET NO. MER-C-

CHRISTOPHER S. PORRINO, Attorney General of the State of New Jersey, and SHARON M. JOYCE, Acting Director of the New Jersey Division of Consumer Affairs, Plaintiffs, v. BOEHRINGER INGELHEIM PHARMACEUTICALS, INC., Defendants.	Civil Action

FINAL CONSENT JUDGMENT

Plaintiffs Christopher S. Porrino, Attorney General of the State of New Jersey ("Attorney General"), and Sharon M. Joyce, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), (collectively, "Plaintiffs") have filed a Complaint for a permanent injunction and other relief in this matter pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and Plaintiffs, by their counsel, and Defendant Boehringer

Ingelheim Pharmaceuticals, Inc. ("BIPI"), by its counsel, have agreed to the entry of this Final Consent Judgment ("Consent Judgment") by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

IT IS HEREBY ORDERED THAT:

1. PARTIES

1.1 The Director is charged with the enforcement of the CFA, N.J.S.A. 56:8-1 et seq., on behalf of the Attorney General.

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

2. PREAMBLE

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

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

3. FINDINGS

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

3.2 The terms of this Consent Judgment shall be governed by the laws of the State of New Jersey ("New Jersey").

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

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

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

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

3.7 This Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to BIPI in any action, or of BIPI's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Consent Judgment. Nothing in this Consent Judgment shall waive, release, or otherwise affect any claims, defenses, or positions BIPI may have in connection with any investigations, claims, or other matters the State/Commonwealth is not releasing hereunder. This Consent Judgment is made without trial or adjudication of any

issue of fact or law or finding of liability of any kind. It is the intent of the parties that this Consent Judgment shall not be binding or admissible in any other matter, including, but not limited to, any investigation or litigation, other than in connection with the enforcement of this Consent Judgment. Unless otherwise provided under state law, no part of this Consent Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that a State may file an action to enforce the terms of this Consent Judgment. Notwithstanding the foregoing, New Jersey may file an action to enforce the terms of this Consent Judgment.

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

3.9 Nothing in this Consent Judgment shall require BIPI to:

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

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

4. DEFINITIONS

The following definitions shall be used in construing this Consent Judgment:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.14 "Multistate Working Group" shall mean the Attorneys General and their staffs representing Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Hawaii[1], Idaho, Illinois, Indiana, Iowa, Kansas,

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

Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah[2], Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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

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

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

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

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

4.20 "Signatory Attorney General" shall mean the Attorney General of New Jersey, or his authorized designee, who has agreed to this Consent Judgment.

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

4.21 "State Consumer Protection Laws" shall mean the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

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

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

5. COMPLIANCE PROVISIONS

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

Promotional Activities

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

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

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

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

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

5.6 BIPI shall notify BIPI Sales promptly of any warning letter received from the FDA that affects the conduct of any sales representative in Promoting the relevant Covered

Product and shall promptly disseminate a description of the concerns described in the warning letter.

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

Product Sampling

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

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

Financial Incentives to BIPI Sales and/or BIPI Marketing

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

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

Dissemination and Exchange of Medical Information

5.12 The content of BIPI's communications concerning Off-Label uses of a Covered Product shall not be false, misleading, or deceptive. BIPI shall not knowingly disseminate any Medical Information Response, including one that describes any Off-Label use of a Covered

Product, unless such information and materials comply with the standards in applicable FDA regulations and with recommendations in FDA Guidances for Industry.

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

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

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

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

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

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

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

Responses to Unsolicited Requests for Off-Label Information

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

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

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

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

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

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

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

Reprints Containing Off-Label Information

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

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

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

(a) shall be accompanied by the FDA approved Labeling for the Covered Product or a prominently displayed and Clearly and Conspicuously described hyperlink that will provide the reader with such information;

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

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

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

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

6. PAYMENT

6.1 No later than 30 days after the Effective Date of this Consent Judgment, BIPI shall pay a total amount of Thirteen Million Five Hundred Thousand Dollars ($13,500,000) to be divided and paid by BIPI directly to each Signatory Attorney General of the Multistate Working Group in an amount to be designated by and in the sole discretion of the Multistate Executive Committee. Said payment shall be used by the States as attorneys' fees and other costs of

investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or any lawful purpose, at the sole discretion of each Signatory Attorney General. The parties acknowledge that the payment described herein is not a fine, penalty, or payment in lieu thereof.

7. RELEASE

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

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

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

(b) any civil or administrative liability that any person and/or entity, including Released Parties, has or may have to the State of New Jersey not expressly

covered by the release in Paragraph 7.1 above, including, but not limited to, any and all of the following claims:

(i) state or federal antitrust violations;

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

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

(iv) state false claims violations; and

(v) actions of state program payors of New Jersey arising from the purchase of a Covered Product, except for the release of civil penalties under the CFA, N.J.S.A. 56:8-1 et seq.

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

8. DISPUTE RESOLUTION

8.1 For the purposes of resolving disputes with respect to compliance with this Consent Judgment, should any of the Signatory Attorneys General have a reasonable basis to believe that BIPI has engaged in a practice that violates a provision of this Consent Judgment subsequent to the Effective Date of this Consent Judgment, then such Attorney General shall notify BIPI in writing of the specific objection, identify with particularity the provision of this Consent Judgment that the practice appears to violate, and give BIPI 30 days to respond to the notification; provided, however, that a Signatory Attorney General may take any action if the

Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written notice, BIPI shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why BIPI believes it is in compliance with the Consent Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how BIPI intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and BIPI reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

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

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

9. GENERAL PROVISIONS

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

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

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

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

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

9.6 To the extent that any provision of this Consent Judgment obligates BIPI to change any policy(ies) or procedure(s) and to the extent not already accomplished, BIPI shall

implement the policy(ies) or procedure(s) as soon as reasonably practicable, but no later than 90 days after the Effective Date of this Consent Judgment.

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

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

For the State of New Jersey:

Lorraine K. Rak, Deputy Attorney General
Chief, Consumer Fraud Prosecution Section
State of New Jersey
Department of Law and Public Safety
Division of Law
124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Lorraine.Rak@law.njoag.gov

For Boehringer Ingelheim Pharmaceuticals, Inc.:

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

IT IS ON THE _____ DAY OF _____, SO ORDERED, ADJUDGED AND DECREED.

_____
HON. PAUL INNES P.J. Ch.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY

FOR PLAINTIFFS:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Date: December 20, 2017

Lorraine K. Rak
Deputy Attorney General
Chief, Consumer Fraud Prosecution Section

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FOR BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: Margaret Thomas Date: 12/18/17

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King & Spalding LLP

Counsel for Boehringer Ingelheim Pharmaceuticals, Inc.

FOR BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____ Date: 12/12/17

Christian Orth
Senior Vice President and Chief Financial Officer
Boehringer Ingelheim Pharmaceuticals, Inc.