SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into among the State of Illinois, Plaintiff-Relator Peter Dastous ("Relator"), and Novo Nordisk Inc. ("Novo Nordisk") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

I. RECITALS

A. Novo Nordisk is a U.S. company and a subsidiary of Novo Nordisk U.S. Holdings, Inc., which in turn is a subsidiary of Novo Nordisk A/S. Novo Nordisk's headquarters are in Plainsboro, New Jersey. At all relevant times, Novo Nordisk distributed, sold, and marketed pharmaceutical products in the State of Illinois, including the drug liraglutide with the trade name Victoza® ("Victoza").

B. On December 28, 2010, Relator filed an action in the United States District Court for the District of Massachusetts captioned *United States, et al., ex rel. Peter Dastous v. Novo Nordisk Inc.*, Civ. Action No. 10-cv-12247-GAO (D. Mass.), subsequently transferred to the United States District Court for the District of Columbia on September 7, 2011, and captioned *United States, et al. ex rel. Peter Dastous v. Novo Nordisk Inc.*, Civ. Action No. 11-cv-01662 (D.D.C.) (together, the "Dastous Action").

C. By a separate civil settlement agreement with the United States of America (the "Federal Settlement Agreement"), Novo Nordisk is resolving allegations that Novo Nordisk caused false or fraudulent claims for Victoza to be submitted to Federal Health Care Programs (as that term is defined in the Federal Settlement Agreement).

D. By a separate civil settlement agreement with the State of Illinois (the "Illinois State Medicaid Settlement"), Novo Nordisk is resolving allegations that Novo Nordisk caused false or fraudulent claims for Victoza to be submitted to the State's Medicaid

Program.

E. Count XII of the Dastous Action alleges that Novo Nordisk caused false or fraudulent claims for Victoza to be submitted to private insurers in the State of Illinois in violation of the Illinois Insurance Claims Fraud Prevention Act, 740 Illinois Comp. Statute section 92 (hereafter the "IICFPA Claim").

F. Relator and the State of Illinois allege that they have certain civil claims against Novo Nordisk arising from the following conduct concerning the marketing, promotion, and sale of Victoza from January 1, 2010, through December 31, 2014 (hereinafter referred to as the "Covered Conduct"):

i. The FDA specifically required the Risk Evaluation and Mitigation Strategy ("REMS") Communication Plan as part of the New Drug Application ("NDA") approval for Victoza. After Victoza was approved, Novo Nordisk provided the sales force with training to appropriately implement the REMS, but also provided them with information that had the overall effect of arming them with messages that could create a false or misleading impression with physicians that the Victoza REMS Medullary Thyroid Carcinoma ("MTC") risk message was erroneous, irrelevant, or unimportant. Following the training, certain Novo Nordisk sales representatives made false or misleading statements that were designed to avoid and circumvent the requirements of the Victoza REMS Communication Plan. Those statements included:

a. the potential risk of MTC associated with Victoza is only applicable to rats and mice;

b. all diabetes drugs have boxed warnings and Victoza is no different and no less safe than those other drugs;

c. because of differences between rodents and humans it is implausible that humans would contract MTC from the use of Victoza;

d. physicians should not be concerned about MTC because it is easy to treat if a patient does get it;

e. "sandwiching" the MTC risk information between promotional messages; and

f. when delivering to primary care physicians a letter required by the May 5, 2011 modification to the Victoza REMS, certain Novo Nordisk sales representatives, executing instructions from Novo Nordisk's Vice President, Diabetes Marketing, told primary care physicians in June 2011 that there were no new safety concerns with Victoza and that the letter was simply the second part of the REMS requirement, which was a false or misleading message and contradicted the REMS modification that FDA deemed to be "new safety information."

ii. Novo Nordisk knowingly promoted the sale to and use of Victoza by adult patients who did not have Type II diabetes, a use for which it was not approved as safe and effective by the FDA.

G. To avoid the delay, expense, inconvenience, and uncertainty of protracted litigation of the IICFPA Claim, the Parties mutually desire to reach a full and final settlement as set forth below.

II. TERMS AND CONDITIONS

1. Novo Nordisk agrees to pay the sum of $350,000.00 (three hundred and fifty thousand dollars) (the "Settlement Amount"), to be distributed as follows:

(a) by check in the amount of $210,000.00 (two hundred and ten thousand dollars) made out to the State of Illinois within seven (7) business days of the Effective Date of this Agreement and sent to the address below:

Harpreet K. Khera
Deputy Bureau Chief
Special Litigation Bureau
Office of the Illinois Attorney General
100 W. Randolph St., 11th Floor
Chicago, IL 60654; and

(b) by electronic funds transfer in the amount of $140,000 (one hundred forty thousand dollars) to Relator within seven (7) business days of the Effective Date of this Agreement pursuant to written instructions to be provided by counsel for Relator.

2. Conditioned upon Novo Nordisk's payment in full of the Settlement Amount, the State of Illinois for itself, and for its agencies, employees, servants, and agents, hereby fully and finally releases, acquits, covenants not to sue, and forever discharges Novo Nordisk, its current and former direct and indirect parent corporations and limited liability companies ("Parents"); its and their affiliates, direct and indirect subsidiaries, brother and sister corporations, and divisions; its and their respective current and former corporate owners; the predecessors, successors, transferees, and assigns of any of them; and Novo Nordisk's past, present and future owners, shareholders, officers, directors, supervisors, members, managers, employees, agents, attorneys and representatives (collectively, "the Novo Nordisk Entities") for all time and to the fullest extent allowed by law, from any and all suits, arbitrations, claims, demands, actions, rights,

obligations, limitations, claims, claims for relief, charges, actions, rights, and causes of actions, of any kind, character, or nature whatsoever that the State of Illinois has standing to bring or may now have or claim to have against the Novo Nordisk Entities, arising in any way out of or connected in any way with the facts, claims and circumstances alleged in, arising under, or arising from the allegations in the Dastous Action or the Covered Conduct, whether known or unknown, fixed or contingent, in law or in equity, or in contract or tort, including but not limited to any and all penalties, fines, assessments, trebling, disgorgements, overcharges, costs, fees, expenses, or general or special damages of any kind or nature.

3. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other terms of this Agreement, the following claims of the State of Illinois are specifically reserved and are not released:

(a) any criminal, civil, or administrative liability arising under state revenue codes;

(b) any criminal liability not specifically released by this Agreement;

(c) any civil or administrative liability that any person or entity, including the Novo Nordisk Entities, has or may have to the State or to individual consumers or state program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 2 of this Agreement, including but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) Claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

(d) any liability to the State of Illinois for any conduct other than the Covered Conduct;

(e) any liability based upon obligations created by this Agreement;

(f) except as explicitly stated in this Agreement, any administrative liability;

(g) any liability for express or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

(h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

(i) any liability for failure to deliver goods or services due; or

(j) any liability of individuals.

4. Subject to the exception in Paragraph 9 below (concerning attorneys' fees, costs, and expenses), and conditioned upon Novo Nordisk's payment in full of the Settlement Amount, Relator, for himself and for his respective heirs, successors, attorneys, agents, and assigns, hereby fully and finally releases and forever discharges the Novo Nordisk Entities, from any and all claims, claims for relief, actions, rights, causes of actions, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, penalties, and costs including, but not limited to, attorneys' fees and court costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or tort, or under any state or federal statute or regulation or otherwise which Relator would have standing to bring, including claims Relator asserted against the Novo Nordisk Entities, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the allegations in the Dastous Action or the Covered Conduct.

5. Novo Nordisk, for itself and the Novo Nordisk Entities, fully and finally releases, waives and discharges the State of Illinois, its agencies, employees, servants and agents (collectively the "State of Illinois Entities") for all time and to the fullest extent allowed by law, from any and all suits, arbitrations, claims, demands, actions, rights, obligations, limitations, claims, claims for relief, charges, actions, rights, and causes of actions, of any kind, character, or nature whatsoever that the Novo Nordisk Entities have standing to bring or may now have or claim to have against the State of Illinois Entities, arising in any way out of or connected in any way with the facts, claims and circumstances alleged in, arising under, or arising from the allegations in the Dastous Action or the Covered Conduct, whether known or unknown, fixed or contingent, in law or in equity, or in contract or tort, including but not limited to any and all

penalties, fines, assessments, trebling, disgorgements, overcharges, costs, fees, expenses, or general or special damages of any kind or nature.

6. Novo Nordisk, for itself and the Novo Nordisk Entities, fully and finally releases Relator and his counsel, and their respective heirs, successors, assigns and agents, from any claims for all time and to the fullest extent allowed by law, from any and all suits, arbitrations, claims, demands, actions, rights, obligations, limitations, claims, claims for relief, charges, actions, rights, and causes of actions, of any kind, character, or nature whatsoever that the Novo Nordisk Entities have standing to bring or may now have or claim to have against Relator and his counsel, and their respective heirs, successors, assigns and agents, arising in any way out of or connected in any way with the facts, claims and circumstances alleged in, arising under, or arising from the allegations in the Dastous Action or the Covered Conduct, whether known or unknown, fixed or contingent, in law or in equity, or in contract or tort, including but not limited to any and all penalties, fines, assessments, trebling, disgorgements, overcharges, costs, fees, expenses, or general or special damages of any kind or nature.

7. This Agreement is made in compromise of disputed claims. This Agreement is neither an admission of facts nor liability by the Novo Nordisk Entities nor a concession by Relator or the State of Illinois that their claims are not well founded. The Novo Nordisk Entities expressly deny the allegations set forth in the Dastous Action and the Covered Conduct and deny any engagement in any wrongful conduct. Neither this agreement, its execution, nor the performance of any obligation under it, including any payment, nor the fact of settlement, is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expression reflecting upon the merits of the dispute by the Novo Nordisk Entities.

8. Conditioned upon Relator's receipt of the payment set forth in Paragraph 1, Relator and his Counsel agree to hold the Novo Nordisk Entities free and harmless from any claims resulting or arising from any failure by Relator to make any payment of any kind to his Counsel or any disputes involving the allocation of payments among Counsel.

9. With respect to the payment set forth in Paragraph 1, Relator understands and agrees that he will be solely responsible for the payment of any and all taxes and penalties assessed on the payment by Novo Nordisk to Relator called for by this Agreement.

10. The Parties agree that the Settlement Amount is inclusive of any and all attorneys' fees and/or costs recoverable by the State of Illinois pursuant to 740 Illinois Comp. Statute section 92/25. Relator and Novo Nordisk have reached an agreement in principle to resolve Relator's claim for payment of Relator's reasonable attorneys' fees, costs, and expenses in the Dastous Action (the "Fee Agreement"). The Fee Agreement will be memorialized in a separate written agreement between Relator, Relator's Counsel, and Novo Nordisk. If for any reason the Fee Agreement is not executed, Relator reserves the right to seek payment of his reasonable attorneys' fees, costs and expenses in the Dastous Action from Novo Nordisk.

11. Within seven (7) business days of Novo Nordisk's payment of the Settlement Amount as provided in Paragraph 1 of this Agreement, Relator shall file the necessary papers to dismiss the IICFPA Claim in the Dastous Action with prejudice as to himself and the State of Illinois. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, arbitration demand, or other proceeding that may be instituted, prosecuted, or attempted, arising out of or in any way related to the Released Claims.

12. In the event of a controversy, claim, or dispute arising from the enforcement or interpretation of this Agreement following its execution by all Parties, jurisdiction shall lie with the United States District Court for the District of Columbia.

13. Each Party to this Agreement warrants, represents and agrees that such Party has the authority, capacity and is legally competent to execute this Agreement and has the authority to bind each Party to the representations, terms, conditions and covenants set forth herein.

14. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written agreement signed by all of the Parties hereto.

15. This Agreement shall be deemed to have been drafted equally by all Parties hereto. Accordingly, the Parties agree that any and all rules of construction to the effect that any ambiguity is to be construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

16. If any provision of this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement shall remain and be valid and fully enforceable.

17. This Agreement shall be binding and is binding upon each Party's respective successors, assigns, parent and subsidiary companies, agents, attorneys, and representatives to the extent allowable by law.

18. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement. It is the intention of the Parties that this Agreement will be executed contemporaneous with the execution of the Federal Settlement Agreement and the Illinois State Medicaid Settlement. This Agreement is effective on the date of signature of the last signatory to this Agreement (the "Effective Date"), or the

Effective Date of the Federal Settlement Agreement or the Effective Date of the Illinois State Medicaid Settlement (as the term "Effective Date" is defined in those agreements), whichever is latest.

19. Copies of signatures transmitted by facsimile or electronically shall constitute acceptable, binding signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as noted below.

STATE OF ILLINOIS

LISA MADIGAN, Attorney General for the State of Illinois

DATED: July 20, 2017

BY: _____

HARPREET K. KHERA
Deputy Bureau Chief
Special Litigation Bureau
Office of the Illinois Attorney General

RELATOR

DATED: 7/19/17

BY: _____
PETER DASTOUS, Plaintiff-Relator

DATED: 7/19/17

BY: _____
ERIKA A. KELTON
LARRY P. ZOGLIN
Phillips & Cohen LLP
Counsel for Plaintiff-Relator

NOVO NORDISK, INC.

DATED: 7/21/17

BY: _____
Curtis Oltmans
CVP + General Counsel

DATED: 7/20/17

BY: _____
PAUL KALB
JAIME L.M. JONES
Sidley Austin LLP
Counsel for Novo Nordisk Inc.