

**SETTLEMENT AGREEMENT, CONFIDENTIALITY AGREEMENT
AND RELEASE OF ALL CLAIMS AS TO
SMITHKLINE BEECHAM CORPORATION
dba GLAXOSMITHKLINE**

This Settlement Agreement, Confidentiality Agreement and Release of All Claims (the "Agreement") is made and entered into by and between SmithKline Beecham Corporation, dba GlaxoSmithKline, and Claimant/Plaintiff

1. Parties

1.1 RELEASOR individually, and for RELEASOR'S agents, attorneys, heirs, devisees, beneficiaries, assigns, representatives, fiduciaries, and successors-in-interest and, if RELEASOR brought a claim or lawsuit (collectively, "LAWSUIT") in a representative capacity, that person on behalf of whom RELEASOR brought the lawsuit and his/her heirs, devisees, beneficiaries, assigns, representatives, fiduciaries, and successors-in-interest (collectively referred to herein as "RELEASOR").

1.2 "RELEASEE" is SmithKline Beecham Corporation, GlaxoSmithKline ("GSK"), a Pennsylvania corporation, with its principal place of business in Pennsylvania, and GSK's past, present and future parents (including but not limited to GlaxoSmithKline plc), subsidiaries, domestic and foreign corporations, divisions, affiliates, partners, joint venturers, dealers, component suppliers, service providers, stockholders, predecessors, successors, assigns, insurers, past, present and future officers, directors, employees, attorneys, agents, representatives, and any other person, firm or corporation, domestic or foreign, with whom any of them is now or may hereafter be affiliated, and any other person, whether individual, corporate or otherwise, and each of them.

1. Recitals

2.1 RELEASOR has brought a LAWSUIT against RELEASEE. RELEASEE has denied and continues to deny any liability to RELEASOR in the LAWSUIT.

2.2 The LAWSUIT alleges that RELEASOR, or that person on behalf of whom RELEASOR brought the LAWSUIT, was injured as a result of the prescribed use and/or discontinuation of the prescription drug Paxil® ("Paxil"), which RELEASOR claims GSK designed, developed, manufactured, labeled, advertised, marketed, distributed, and/or sold.

2.3 The LAWSUIT involves disputed questions of law and fact. Notwithstanding that these disputed questions are subject to ongoing discovery, RELEASOR and RELEASEE now wish to fully and to finally avoid further costs of litigation and to compromise and settle any and all claims, controversies and disputes between them, including all past, present and potential claims based on, derived from, or related to the purchase, use, ingestion and/or discontinuation of Paxil by the RELEASOR, or that person on behalf of whom RELEASOR brought the LAWSUIT, and all claims based on, derived from, or related to RELEASOR'S, or that person on behalf of whom RELEASOR brought the LAWSUIT, alleged injuries and/or damages of whatever kind.

2.4 If RELEASOR filed the LAWSUIT in a representative capacity on behalf of another person or entity, including but not limited to a minor, decedent or an incompetent person, RELEASOR represents and warrants that RELEASOR has the sole right and exclusive legal authority to enter into this Agreement on behalf of that person or entity and has obtained any necessary legal approvals required under law for this Agreement to be legally valid and binding upon RELEASOR and the person or entity that RELEASOR purports to represent.

2. Monetary Consideration and Dismissal

3.1 The monetary consideration totals GSK's payment obligation under this Agreement is satisfied upon transfer of these funds to the PSC Settlement Fund. All sums paid herein are paid in settlement of claims for personal injury within the meaning of Section 104 of the Internal Revenue Code.

3.2 Prior to, or contemporaneously with, payment of the monetary consideration, RELEASOR shall deliver to counsel for RELEASEE a fully executed original of this Agreement and, if RELEASOR filed a Complaint against RELEASEE, a fully executed

Request and/or Proposed Order of Dismissal with Prejudice, including all claims against RELEASEE in the LAWSUIT, with each party to bear their respective costs and attorneys' fees.

3. Confidentiality of Settlement

4.1 RELEASOR and RELEASOR'S attorneys agree that each of the terms and conditions of this settlement and its history, background and negotiation, including the amount of this settlement, shall remain strictly confidential and private in all respects. RELEASOR and RELEASOR'S attorneys further agree that RELEASOR and RELEASOR'S attorneys will not make any statement, either directly or indirectly, by implication or innuendo, to anyone, including but not limited to consultants, experts, the press or media, concerning the amount or other terms of such settlement or settlements, or the nature and substance of settlement negotiations, or describing or characterizing the settlement in any way. RELEASOR and RELEASOR'S attorneys further agree that RELEASOR and RELEASOR'S attorneys will not, either directly or indirectly, publicize the fact of the settlement and that any inquiry into the settlement, its amount, meaning, interpretation or comparative value, or the negotiations leading to the settlement by anyone, including but not limited to the press or media, will be met only by a statement that the case has been resolved, and RELEASOR and RELEASOR'S attorneys will decline any requests for interviews by the press or media regarding the settlement, its history, or its terms. RELEASOR and RELEASOR'S attorneys further agree that RELEASOR and RELEASOR'S attorneys will not maintain and instead will discontinue any website references to Paxil discontinuation or withdrawal. RELEASOR and RELEASOR'S attorneys further agree to refrain from any future internet postings regarding Paxil discontinuation or withdrawal. RELEASOR and RELEASOR'S attorneys agree that these confidentiality provisions are essential elements of this Agreement and that a breach of this provision shall constitute a material breach of the Agreement entitling RELEASEE to an immediate remedy against the party or attorney who breached this provision including injunctive relief and attorneys' fees. If RELEASOR is the sole party responsible for breach of this provision of the Agreement and RELEASOR'S attorney-client relationship

with RELEASOR'S attorneys has terminated, GSK's sole right of recovery and remedy shall be against the offending person. RELEASOR and RELEASOR'S attorneys further agree to comply with all obligations under any applicable protective orders. If the LAWSUIT is brought by RELEASOR in a representative capacity and RELEASOR is required by law to obtain court approval for the settlement, any filings will be made under seal to protect confidentiality of the settlement unless filings under seal are prohibited by law.

4. Complete, Final, and Full Release of All Claims

5.1 RELEASOR does hereby completely release and forever discharge RELEASEE from any kind of claims, rights, demands, actions, and causes of action of any and every kind, nature and character, known and unknown, that RELEASOR may have ever had up to and including the date this Agreement is executed, including without limitation those which arise out of or are in any way connected with, or result from, the events alleged in connection with RELEASOR's purchase, use, ingestion and/or discontinuation of the prescription medication Paxil and any alleged injury and/or damages from same, or any other issue, including, but not limited to, claims for personal injuries, economic damages, non-economic damages, consequential damages, or punitive damages related to same.

5.2 RELEASOR understands that this Agreement included any and all claims against RELEASEE for damages relating to injuries that RELEASOR may have suffered as a result of ingestion and/or discontinuation of the prescription medication Paxil, whether or not those injuries or damages are apparent at the present time.

5.3 RELEASOR understands that upon execution of this Agreement RELEASOR is forever barred from filing any claim or lawsuit in or before any agency, tribunal or court relating to RELEASOR'S ingestion and/or discontinuation of the prescription medication Paxil, and further understands and agrees that this is a full, final, and complete, release of all claims against RELEASEE of every kind whatsoever.

5.4 RELEASOR agrees that this Agreement is intended to be a full and final compromise, release, and settlement of all demands, actions, and causes of action, known or unknown, suspected or unsuspected, relating to the LAWSUIT. RELEASOR acknowledges that discovery is ongoing and that different or additional facts may be discovered beyond what RELEASOR now knows or believes to be true with respect to the matters herein released, and RELEASOR agrees that this Agreement shall be, and shall remain, fully effective, binding, and final, notwithstanding any different or additional facts.

a. As further consideration for this Agreement, RELEASOR expressly waives the provisions of California Civil Code § 1542, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5.5 RELEASOR understands and agrees that this is a settlement in compromise of disputed claims and this settlement is not to be construed as an admission of responsibility or liability on the part of RELEASEE, which expressly denies liability and responsibility.

5. Indemnity, Responsibility for Reimbursement to Providers and Satisfaction of Liens

6.1 RELEASOR acknowledges that RELEASOR alone is responsible to reimburse the parties, agencies, insurers, or others who paid for services rendered, and to satisfy any and all other claims or liens to the extent they apply to the consideration paid pursuant to this Agreement.

6.2 RELEASOR will indemnify and save harmless the RELEASEE from any loss, lien, claim, expense, demand or cause of action of any kind or character for which RELEASOR is alleged to be responsible, including, without limitation, claims by heirs or others whose interests are represented or purported to be represented by RELEASOR asserting an

interest in the sums paid hereunder, claims by others who assert that they were the proper party with authority to bring the claim or LAWSUIT or receive the monetary consideration under this Agreement, and any medical and legal liens and expenses, connected with the subject matter of this Agreement. RELEASOR will further indemnify and hold harmless RELEASEE from any claim, demand, cause of action or litigation of any kind or character relating to RELEASOR'S ingestion and/or discontinuation of Paxil brought by any other person or entity.

6.3 RELEASOR represent and warrant to RELEASEE that RELEASOR has not assigned or transferred to any person or entity any claim or portion thereof or interest therein; RELEASOR will indemnify, defend and hold RELEASEE harmless from and against any and all claims based on or arising out of any such assignment or transfer or purported assignment or transfer of any claims or any portion thereof arising out of the occurrence which forms the subject matter of this LAWSUIT.

6. Miscellaneous

7.1 This Agreement, including any interpretation of, or dispute and resolution of its terms, shall be governed by the law of the State of California, and RELEASOR consents to the jurisdiction of the Central District of California, *In re Paxil Products Liability Litigation*, 03 MDL 1574, and Judge Pfaelzer, for said interpretation, dispute and resolution.

7.2 This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors, heirs, issue and assigns, any rights or benefits under or by reason of this Agreement. This Agreement shall not be assignable by any party hereto without prior written consent of the other party.

7.3 If any dispute arises as to enforceability or interpretation of this Agreement, then the prevailing party shall be entitled to receive from the other party payment of reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.

7.4 RELEASOR understands and agrees that RELEASOR has not relied upon any representations of RELEASEE or its attorneys in executing this Agreement.

7.5 RELEASOR understands, agrees, and acknowledges that he/she has been represented by counsel of her own choosing in the negotiations for and the preparation of this Agreement, that the Agreement has been fully explained to RELEASOR by RELEASOR'S attorneys, that RELEASOR is aware of its contents and legal effect, and that RELEASOR has executed this Agreement of RELEASOR'S own free will. RELEASOR further acknowledges and agrees that this Agreement is a final, absolute, and complete release of all claims of any kind whatsoever against RELEASEE.

7.6 RELEASOR and RELEASEE shall each bear their own expenses, including court costs, legal and expert fees in connection with the subject matter of this Agreement, and those incurred by them in the negotiation, preparation, execution and implementation of this Agreement.

7.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument.

7.8 RELEASOR understands, agrees, and acknowledges that no promises, representations, understandings or warranties have been made by any party or relied upon as an inducement for entering into this Agreement, except as contained herein, and that this Agreement constitutes the full statement of any agreement with RELEASEE.

have read the foregoing Settlement Agreement consisting of 8 pages, including the signature pages; I acknowledge and agree that I have been adequately informed by my attorneys regarding its terms, conditions and effects; and I fully understand the terms, conditions and effects of this Settlement Agreement. If I have brought the LAWSUIT in a representative capacity, I am fully authorized to enter into this Agreement and/or to compromise all claims on behalf of such person or entity.