

MONITOR AGREEMENT

This Monitor Agreement (this “Agreement”) entered into this 20th day of February, 2020 by and among Quantic Regulatory Services, LLC (the “Monitor”), AbbVie Inc. and Allergan PLC are referred to in this Agreement collectively as the “Respondents”, and individually as a “Respondent”) (the Monitor and the Respondents, each a “Party” and collectively the “Parties”) provides as follows:

WHEREAS, the United States Federal Trade Commission (the “Commission”) is expected to accept for public comment an Agreement Containing Consent Orders, including a proposed Decision and Order and Order to Maintain Assets (the “Orders”), which, among other things, contemplates the appointment of a Monitor to monitor the Respondents’ compliance with its obligations under the Orders;

WHEREAS, the staff will recommend that the Commission appoint William Hitchings of Quantic Regulatory Services, LLC as Monitor pursuant to the Orders, and William Hitchings of Quantic Regulatory Services, LLC has consented to such appointment;

WHEREAS, the Orders will further provide that the Respondents shall execute an agreement, subject to the prior approval of the Commission, that confers all the rights and powers necessary to permit the Monitor to monitor the Respondents’ compliance with the terms of the Orders; and

WHEREAS, the Parties to this Agreement intend to be legally bound, subject only to the Commission’s approval of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

All capitalized terms used in this Agreement and not specifically defined herein shall have the respective definitions given to them in the Orders.

ARTICLE I

1.1 Monitor’s Responsibilities. The Monitor shall be responsible for monitoring the Respondents’ compliance with its obligations as set forth in the Commission’s Decision in the Matter of AbbVie Inc. and Allergan PLC (“Monitor’s Responsibilities”).

1.2 Access to Relevant Information and Facilities. Subject to any legally recognized privilege and applicable law of which the Respondents shall notify the Monitor as the reason for not providing the access requested by the Monitor, the Monitor shall have full and complete access to the personnel, facilities, books, and records of Respondents related to the Respondents’ obligations under the Orders and the Brazikumab Divestiture Agreement and Pancrelipase Divestiture Agreement (as defined in the Orders), as the Monitor may reasonably request. Respondents shall cooperate with any reasonable request of the Monitor. The Monitor shall give the Respondents reasonable notice of any request for such access or such information and shall attempt to schedule any access or requests for information in such a manner as will not

unreasonably interfere with any of either Respondent's business or operations. At the reasonable request and reasonable advanced notice of the Monitor to any Respondent, such Respondent shall promptly arrange meetings and discussions, including tours of relevant facilities, at reasonable times and locations between the Monitor and employees of such Respondent who have knowledge relevant to the proper discharge of the Monitor's responsibilities under the Orders.

1.3 Compliance Reports. The Respondents shall report to the Monitor in accordance with the requirements of the Orders.

1.4 Monitor's Obligations. The Monitor shall:

- a. carry out the Monitor's Responsibilities, including submission of periodic reports to the Commission staff, and such additional written reports as may be requested by the Commission staff, in each case regarding the Respondents' compliance with the Orders;
- b. maintain the confidentiality of all information provided to the Monitor by the Respondents, including Confidential Business Information, and any other non-public confidential information provided to the Monitor by or on behalf of any Respondent, any supplier or customer of any Respondent, or the Commission, and shall use such confidential information only for the purpose of discharging the Monitor's obligations pursuant to this Agreement and not for any other purpose, including, without limitation, any other business, scientific, technological, or personal purpose. The Monitor may disclose confidential information only to:
 - i. persons permitted under the Orders working with the Monitor under this Agreement (and only to the extent such persons have executed a confidentiality agreement consistent with the provisions of this Agreement and do not have a conflict of interest in the matter); and/or
 - ii. persons employed at the Commission with involvement in this matter.
- c. require any consultants, accountants, attorneys, and any other representatives or assistants retained by the Monitor to assist in carrying out the Monitor's Responsibilities to execute a confidentiality agreement that requires such third parties to treat confidential information with the same standards of care and obligations of confidentiality to which the Monitor must adhere under this Agreement (it being understood that attorneys engaged by the Monitor who are subject to confidentiality obligations as a matter of professional responsibility need not enter into a separate confidentiality agreement, provided that the Monitor must instruct such attorneys to maintain strict confidentiality);

- d. maintain the confidentiality of all other aspects of the performance of the Monitor's Responsibilities and not disclose any confidential information, including Confidential Business Information, related thereto;
- e. ensure that Dr. Hitchings or any individual monitor of the Monitor performing the services under this Agreement shall not be personally involved in any way in counseling related to, or the management, production, supply or trading, sales, marketing, and financial operations of, any products that contain the same active pharmaceutical ingredients as contained in Zenpep and CREON, or that include monoclonal antibodies targeting interleukin-23 (IL-23) except to the extent permitted by the Orders, during the term and for a period of three (3) years after the termination or expiration of this Agreement, and
- f. upon termination or expiration of the Monitor's duties under this Agreement, consult with the Commission's staff regarding disposition of any written and electronic materials (including materials that the Respondents provided to the Monitor) in the possession or control of the Monitor that relate to the Monitor's duties, including that the Monitor may dispose of such materials, which may include sending such materials to the Commission's staff, as directed by the staff. In response to a written request by any Respondent to return or destroy materials that such Respondent provided to the Monitor, the Monitor shall inform the Commission's staff of such request and, if the Commission's staff do not object, shall comply with such Respondent's request. Notwithstanding the foregoing, the Monitor shall not be required to return or destroy confidential information contained in any archived computer, and the Monitor may retain a copy of confidential information, subject to the terms of this Agreement, in accordance with the Monitor's internal record retention procedures for legal or regulatory purposes. Nothing herein shall abrogate the Monitor's duty of confidentiality (which includes an obligation not to disclose or use any non-public information obtained while acting as a Monitor) for a period of ten (10) years after the termination or expiration of this Agreement, except for trades secrets, for which the obligations of confidentiality shall not terminate or expire.
- g. For the purpose of this Agreement, information shall not be considered confidential or proprietary to the extent that it is or becomes part of the public domain (other than as the result of any action by the Monitor or by any employee, agent, affiliate or consultant of the Monitor), or to the extent that the Monitor can demonstrate that such information was independently discovered by Monitor or by any employee, agent, affiliate or consultant of the Monitor without use of or reference to any confidential information of the Respondents or to the extent that Monitor can demonstrate that such information was already known to the Monitor

(or by any employee, agent, affiliate or consultant of the Monitor) at the time of receipt or thereafter becomes known to the Monitor (or by any employee, agent, affiliate or consultant of the Monitor) from a source other than the Respondents, or any director, officer, employee, agent, consultant or affiliate of the Respondents, when such source was not known to recipient after due inquiry to be restricted from making such disclosure to such recipient.

- h. In the event that confidential information must be disclosed by the Monitor under applicable law or pursuant to legal process, the Monitor shall, to the extent not otherwise prohibited, give prompt written notice to the Respondents that such disclosure is required so that any of the Respondents may, at its sole expense, seek an appropriate protective order or waive compliance with the terms hereof or both. If, absent the entry of a protective order or the receipt of a waiver of this Monitor Agreement, the Monitor is compelled by law or legal process to disclose any confidential information, the Monitor, as and to the extent advised by its legal counsel to do so, (x) may disclose such information solely to the extent required by law; (y) shall not disclose such information until such time as it is required by law; and (z) shall exercise commercially reasonable efforts, at the Respondents sole cost and expense, including without limitation, fees for time expended, to obtain reliable assurances that confidential treatment will be accorded to any confidential information so disclosed. Notwithstanding the foregoing, the Monitor or any person referenced in Section 1.4(b)(ii) herein may disclose confidential information to any regulatory or self-regulatory agency having jurisdiction over such party in the course of routine reviews or audits when such disclosure is required by law, which confidential information may be disclosed with written notice to Respondents and after compliance by the Monitor with the procedures set forth in this Section 1.4(h).

1.5 Monitor Payment. The Respondents will pay the Monitor the hourly fee specified in the attached confidential fee schedule (“Hourly Fee”) for all reasonable time spent in performance of the Monitor’s duties under this Agreement. In addition, the Respondents will pay: (a) out-of-pocket expenses reasonably incurred by the Monitor in the performance of the Monitor’s duties; and (b) fees and disbursements reasonably incurred by such independent third party consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor’s duties and responsibilities hereunder. The Monitor shall provide the Respondents with an invoice on a bi-weekly basis that includes details and an explanation of all matters for which Monitor submits an invoice and the Respondents shall pay such invoices within sixty (60) days of receipt. Any consultants, accountants, attorneys, and other representatives and assistants retained by the Monitor in accordance with this Section 1.5 shall invoice their services to the Monitor who will review and approve such invoices and submit to Respondents for payment.

1.6 Monitor's Indemnification. The Respondents agree to indemnify the Monitor and its employees and agents ("Indemnified Parties") and the Respondents shall hold the Indemnified Parties harmless (regardless of any action, whether in contract, statutory law, tort or otherwise) against any losses, claims, damages, liabilities, or expenses from and against any third party suit or claim brought against an Indemnified Party arising out of, or in connection with, the performance of the Monitor's duties and obligations hereunder, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparation for, or defense of, any such claim whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, fees or expenses result from the gross negligence, willful misconduct, or bad faith of the Indemnified Parties, in each case, as proven by final non-appealable judgment in a court of law.

The Monitor's maximum liability to the Respondents relating to services rendered pursuant to this Agreement (regardless of the form of the action, whether in contract, statutory law, tort, or otherwise) shall be limited to the total sum of the fees paid by the Respondents to the Monitor, except in the case of gross negligence, willful misconduct, or bad faith by the Monitor or its agents, in each case, as proven by final non-appealable judgment in a court of law. IN NO CIRCUMSTANCES WHATSOEVER SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

1.7 Disputes. In the event of a disagreement or dispute between any Respondent and the Monitor concerning such Respondent's obligations under the Orders, and in the event that such disagreement or dispute cannot be resolved by the Parties, any Party may seek the assistance of the individual in charge of the Commission's Compliance Division.

1.8 Conflicts of Interest. If the Monitor becomes aware during the term of this Agreement that he has or may have a conflict of interest (or that any consultant engaged by the Monitor has or may have a conflict of interest) that would reasonably likely have an effect on the performance by the Monitor of any of the Monitor's Responsibilities, the Monitor shall immediately inform the Respondents and the Commission of any such conflict.

ARTICLE II

2.1 Termination. This Agreement shall terminate upon *the earlier of*: (a) the expiration or termination of the Orders; (b) the termination of the Monitor's term of service under the Orders; (c) the Respondents' receipt of written notice from the Commission that the Commission has determined that the Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve as Monitor; or (d) with at least thirty (30) days advance written notice to be provided by the Monitor to the Respondents and to the Commission, upon resignation of the Monitor. If this Agreement is terminated for any reason, the confidentiality obligations set forth in Section 1.4 above will remain in force.

2.2 Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by the substantive laws of the state of New

York, including all matters of construction, validity and performance. The Orders shall govern this Agreement and any provisions herein which conflict or are inconsistent with them may be declared null and void by the Commission and any provision not in conflict shall survive and remain a part of this Agreement. Each of the Parties also hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of New York and of the United States of America located in the City of New York for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. **Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Non-Disclosure Agreement.** Each of the Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby in the courts of the State of New York or of the United States of America located in the City of New York, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

2.3 Disclosure of Information. Nothing in this Agreement shall require any Respondent to disclose any information that is subject to a legally recognized privilege or that any Respondent is prohibited from disclosing by reason of law or an agreement with a third party.

2.4 Assignment. This Agreement may not be assigned or otherwise transferred by any Respondent or the Monitor without the consent of such Respondent and the Monitor and the approval of the Commission. Any such assignment or transfer shall be consistent with the terms of the Orders.

2.5 Modification. No amendment, modification, termination, or waiver of any provision of this Agreement shall be effective unless made in writing, signed by all Parties, and approved by the Commission. Any such amendment, modification, termination, or waiver shall be consistent with the terms of the Orders.

2.6 Entire Agreement. This Agreement, and those portions of the Orders incorporated herein by reference, constitute the entire agreement of the Parties and supersede any and all prior agreements and understandings between the Monitor and the Respondents, written or oral, with respect to the subject matter hereof.

2.7 Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

2.8 Section Headings. Any heading of a section is for convenience only and is to be assigned no significance whatsoever as to its interpretation and intent.

ARTICLE III

3.1 In the performance of his functions and duties under this Agreement, the Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of its own business affairs.

3.2 It is understood that the Monitor will be serving under this Agreement as an independent third party and that the relationship of employer and employee shall not exist between the Monitor and any Respondent.

3.3 This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and the Commission, and nothing herein express or implied shall give, or be construed to give, any other person any legal or equitable rights hereunder.

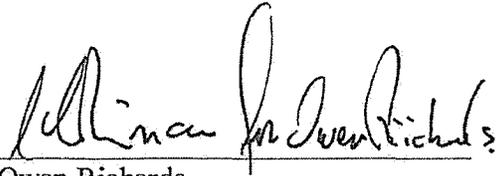
3.4 In the event that the Monitor wishes to terminate this Agreement, subject to Section 2.1, the Monitor shall provide prior written notice to the Respondents and the Commission. The Respondents and the Monitor shall work in good faith with the Commission to identify and propose to the Commission a successor Monitor, in accordance with the procedures in the Orders. The Monitor shall continue to serve as Monitor under the terms of this Agreement until such time as the Commission approves a successor Monitor, and the Monitor's termination of this Agreement shall be effective only upon the approval by the Commission of a successor Monitor.

[The rest of the page has been intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

MONITOR

RESPONDENTS



R. Owen Richards
President
Quantic Regulatory Services, LLC

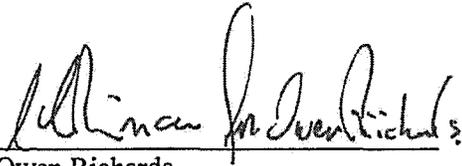
Perry C. Siatis
Senior Vice President, Legal
and Chief Ethics & Compliance Officer
AbbVie Inc.



A. Robert D. Bailey
EVP & Chief Legal Officer and Corporate
Secretary
Allergan PLC

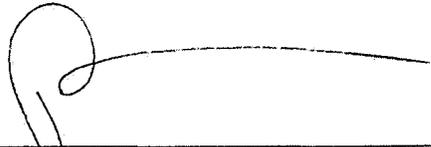
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and Chief Ethics & Compliance Officer
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A. Robert D. Bailey
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