

BYLAWS
of
REMS INDUSTRY CONSORTIUM, INC.

ARTICLE I
NAME, PURPOSES AND OFFICES

Section 1.1 Name. The name of the corporation is “REMS Industry Consortium, Inc.” (sometimes referred to in these Bylaws below as “RIC”).

Section 1.2 Principal Office; Branches. The principal office of RIC will be located at such location as the RIC board of directors (the “Board,” and any member of the Board, a “Director”) may designate from time to time. Branch or subordinate offices may at any time be established by the Board at any place or places.

Section 1.3 Purposes. The purposes, powers and authority of RIC shall be as set forth in its Certificate of Incorporation, as may be amended from time to time (the “Certificate”). Without limiting the generality of the foregoing, the purposes (referred to in these Bylaws from time to time as “goals”) of RIC shall include (without limitation):

- (a) communicating, promoting and supporting best practices relating to United States Food and Drug Administration (“FDA”) Risk Evaluation and Mitigation Strategies (“REMS”);
- (b) promoting the formulation and communication of clearly defined regulatory requirements relating to REMS programs;
- (c) enhancing understanding of, and promoting the simplification and streamlining of processes relating to REMS programs for patients (and their caregivers), prescribers, pharmacies, manufacturers, distributors, wholesalers, and drug/biologic companies;
- (d) promoting and advancing the science of drug safety and risk mitigation (as it relates to REMS) for patients;
- (e) supporting standardization of FDA interactions to improve predictability and expedite implementation of REMS regulatory requirements;
- (f) identifying vendor and technology issues relating to the operation of REMS programs and proposing solutions; and
- (g) developing common industry resources, including but not limited to training materials and educational programs for REMS stakeholders.

The purposes and business of RIC will be focused on general matters related to REMS, and not on any specific product, REMS program or stakeholder. No act or activity of RIC will be designed for the purpose of favoring or disadvantaging any drug (whether brand, generic, biologic or biosimilar) over another, or any REMS program (whether single-product or shared-system) over another. RIC will endeavor in good faith to pursue equitable representation of the interests of brand,

generic, biologic and biosimilar market stakeholders. Any act taken or purported to be taken by RIC outside of the scope of its purpose and powers shall be void.

Section 1.4 Nonprofit Status; Tax Exemption.

(a) RIC is organized and shall be operated as a non-stock, not-for-profit membership corporation under the Delaware General Corporation Law (“DGCL”).

(b) The Board will seek exemption from United States federal taxation for RIC pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”). In the event that such exemption is sought and until such time, if ever, as such exemption may be denied or lost, RIC shall not knowingly engage, directly or indirectly, in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(6) of the Code. For the sake of clarity, all references to the Code in these Bylaws include all corresponding provisions of any future provisions of the Code corresponding to that section.

ARTICLE II
MEMBERS

Section 2.1 Conditions of Membership.

(a) Voting Members. Any entity that is a drug or biologic company sponsor (i.e. a New Drug Application (NDA), Abbreviated New Drug Application (ANDA) or Biologics License Application (BLA) holder, or similarly situated party, such as a licensee of such an entity) which (i) engages in commercializing (or developing for commercialization) FDA-approved pharmaceutical or biopharmaceutical products which are (or may be) subject to REMS, and (ii) supports furthering the goals of RIC, including undertaking activities to further those goals, may be admitted to a Membership Class (defined below), the members of which are entitled to vote on matters that are subject to a vote of the Members (each, a “Voting Member”).

(b) Non-Voting Members. Any entity that supports furthering the goals of RIC which does not meet the above criteria for admission as a Voting Member may be admitted to a Membership Class, the members of which have no voting power (each, a “Non-Voting Member,” and together with the Voting Members, the “Members,” with each being a “Member”).

(c) Membership Application; Payment. The Board shall determine whether to accept applicants to any Membership Class as Voting Members or Non-Voting Members, in its reasonable discretion. Accepted applicants shall be admitted upon: (i) acceptance by the Board of an application for membership (in such form and with such documentation as may from time to time be required by the Board) completed by such applicant, and (ii) payment of any and all application fees, dues, assessments and other charges as may be required by the Board for admission to the applicable Membership Class, as may from time to time be changed or otherwise waived, in whole or in part, by the Board.

(d) Members in Good Standing. A Member will be in good standing so long as it is in compliance with the terms and conditions of the Certificate, these Bylaws, the applicable Membership criteria, and such rules and policies (and the terms of any agreements required thereby)

as the Board may from time to time adopt, including payment of any and all fees, dues, assessments and other charges (including any and all late payment fees and interest) as may be required or determined by the Board or under the applicable Membership criteria, RIC policies or otherwise (“Fees”).

(e) Financial Obligations; Membership Obligations. Fees, together with all other financial obligations in respect of RIC applicable to any Member from time to time pursuant to any RIC policy, condition, covenant or agreement of such Member, are referred to collectively in these Bylaws as “Financial Obligations,” and all Financial Obligations of a Member, together with all other requirements for good standing applicable to such Member, including without limitation those set forth in above in Section 2.1(d), collectively, are referred to in these Bylaws as “Membership Obligations.”

(f) Transfer or Assignment of Memberships. Except as otherwise expressly permitted by the Board in writing, no Membership shall be transferable or assignable.

Section 2.2 Classes of Membership. The Board will have all power, authority and discretion to (i) create classes of Membership (each, a “Membership Class” or a “Class”); (ii) define the respective rights, privileges, conditions and obligations of all such Classes, and amend the same from time to time; and (iii) combine or eliminate Classes. Upon creation or modification of each Membership Class, the Board will determine whether the Members of such Class will be Voting Members or Non-Voting Members.

Section 2.3 Members’ Related Companies.

(a) One Membership per Group of Related Companies; Designated Representative. Only the legal entity which has been accepted as a Member of RIC and its Related Companies (defined below) shall be entitled to enjoy the rights and privileges of such Membership; *provided, however,* that such Member and its Related Companies shall be treated together as a single Member. Each such Member shall designate one (1) employee, agent or other representative to participate in Member voting on behalf of itself and all of its Related Companies collectively, and no more than one employee, agent or other representative thereof shall be eligible to serve as a Director at any one time.

(b) “Related Company” Defined. For purposes of these Bylaws, the term “Related Company” shall mean any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting power of the securities or membership interests of the entity in question.

(c) Board Discretion. The Board shall interpret and apply the rules in this Section 2.3 at its discretion.

Section 2.4 Termination or Suspension of Membership. Any Member may be suspended from Membership or have its Membership terminated by the Board (at the Board’s sole and exclusive discretion) for failure to satisfy its Financial Obligations or meet its Membership Obligations, or for engaging in any conduct, either within or without RIC, that is contrary to the goals or the not-for-profit status of RIC. The Financial Obligations of the Member then already

paid shall not be refundable upon any such termination or suspension, and all Financial Obligations of such Member which may then be accrued but unpaid as of the date of such termination or suspension shall remain due and payable. Termination or suspension of Membership may be imposed for a Member's failure to satisfy its Financial Obligations within sixty (60) days of notice of such failure, at the discretion of the Board, without further notice and without right of formal appeal, unless such Member first cures the failure to meet its Financial Obligations, subject to such conditions or additional requirements as the Board may reasonably require, prior to the expiration of such sixty (60)-day period. Termination or suspension of Membership for any other reason (other than as set forth in Section 2.5) shall not be effective unless:

(a) the Member is given notice in writing of the effective date of termination or suspension of Membership and the reasons therefor, which shall expressly state whether such reasons are capable of cure and set forth in reasonable detail the terms upon which the Board will consider such reasons cured;

(b) such notice is delivered personally or by certified mail, return receipt requested, or by a national or international overnight courier service, sent to the last address of the Member shown on RIC's records, or via electronic mail, with confirmation of receipt;

(c) such notice is given at least thirty (30) days in advance of the proposed effective date of termination or suspension;

(d) such notice sets forth a procedure (only if deemed warranted by the Board in its sole discretion) for the Member to appeal the termination or suspension before the Board, which the Board shall hear in good faith, either orally or in writing, not less than five days before the effective date of the proposed termination or suspension;

(e) in the event of any such appeal, the Board approves such termination or suspension of Membership by at least a two-thirds (2/3) vote of the Board (a "Supermajority Vote"); and

(f) if the reasons for termination or suspension are curable, the Member fails to so cure prior to the effective date of such termination or suspension set forth in the notice.

Section 2.5 Termination for Willful Misconduct. Notwithstanding the foregoing, in the event that the Board believes in good faith that a Member is engaging in willful misconduct or otherwise acting contrary to the best interests of RIC, its goals and its Members, the Board may suspend such Member's Membership effective immediately by Supermajority Vote, provided that such Member is provided the written notice process included in subsections (a) and (b) of Section 2.4 above as soon as practicable after the suspension.

Section 2.6 Resignation by Member. A Member may resign as a Member at any time by giving written notice to RIC, and such resignation shall be effective upon receipt by RIC unless it unambiguously specifies that it shall be effective as of some other time. Any Financial Obligations already paid by such Member shall not be refundable in such event, and all such Financial Obligations of such Member which may be accrued and unpaid as of such resignation date shall remain due and payable.

Section 2.7 Levy of Fees. RIC may levy Fees upon its Members in such amounts as

may be approved from time to time by the Board, provided, however, that no increase in annual Fees or new Fees will be effective unless at least sixty (60) days' prior notice is given, unless the Board determines in its reasonable discretion that a shorter timeframe is necessary.

Section 2.8 Section 501(c)(6) Status. Any benefits, rights, and privileges provided pursuant to this Article II will only be those benefits, rights, and privileges that are consistent with RIC's status as an organization described in Section 501(c)(6) of the Code.

ARTICLE III **ACTIONS OF MEMBERS**

Section 3.1 Meetings of Members; Notice; Action Without Meeting.

(a) Meetings of the Members may be called only by, and be held at such place as determined by the Board (or, at the discretion of the Board, solely by means of remote communications). In the event of a meeting solely by remote communications, invited Members may participate, and Voting Members may vote remotely on such matters as the Board designates. The Board shall establish reasonable measures to (i) verify that each person deemed present at a meeting is a Member, and if permitted to vote, is a Voting Member; (ii) verify that such Members have a reasonable opportunity to participate in the meeting and vote on matters submitted, as applicable, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) record and maintain such votes or other actions taken by the Members. Written notice of any meeting at which Voting Members are entitled to cast a vote shall be delivered to all Voting Members so entitled not less than ten (10), nor more than sixty (60) days before the date of the meeting. For the avoidance of doubt, "save the date," or early-planning notice may be provided up to one (1) year prior to the meeting, *provided that* written notice is also delivered in accordance with the preceding sentence.

(b) Any action permitted to be taken by the Voting Members may be taken without a meeting as set forth in the DGCL.

Section 3.2 Nomination and Election Procedures. Subject to the provisions of Section 3.3 and Article IV, the Board shall from time to time establish at its discretion reasonable Director nomination and election procedures with respect to the election of Directors, taking into consideration, among other things, the nature, size, and operations of RIC, and suggested candidates that Members may identify and submit to the Nominating Committee (defined below), including the establishment, in accordance with Section 5.2, of a Nominating Committee to present recommendations to the Board regarding Director nominees.

Section 3.3 Member Voting.

(a) At all meetings of the Members, a quorum with respect to any matter shall be 25% of the Voting Members entitled to vote on such matter, whether attending in person or by proxy (and counting, for the avoidance of doubt, those participating by remote means where applicable).

(b) Except to the extent otherwise required by these Bylaws, applicable law, the Certificate or action of the Board, and subject to the requirements and protections set forth in Section 3.1:

(i) in all matters other than the election of Directors, the affirmative vote of a majority of the votes cast by Voting Members (or their proxies) shall be the act of the Members;

(ii) in the matter of the election of Directors, the affirmative vote of a plurality of the votes cast by Voting Members (or their proxies) shall be the act of the Members; and

(iii) where the Board designates that a separate vote by one or more classes or groups is required, a majority of the Voting Members of such classes or groups, present, whether in person, by proxy or by appropriate remote means, shall constitute a quorum entitled to take action.

Section 3.4 Records. Each Member shall provide RIC with the name, notice address, contact information and other pertinent information of one employee, agent or other representative thereof which shall serve as such Member's designated contact person. With respect to Voting Members, such contact shall be entitled to cast votes or execute proxies on behalf of the Voting Member. It shall be each Member's sole and exclusive responsibility to ensure such information is updated and kept current, and RIC shall be entitled to rely on the accuracy of the information, such that the vote of the person identified on the register with respect to such Voting Member shall be the vote of such Voting Member.

ARTICLE IV DIRECTORS

Section 4.1 Powers; Voting. The business and affairs of RIC shall be managed by its Board, which shall be, and shall possess all of the powers of, the "Governing Body" of RIC, as a not-for-profit, non-stock corporation under the DGCL. The Board may exercise all powers not reserved to or required to be exercised or done by the Members themselves, whether by applicable law, the Certificate or these Bylaws. For the avoidance of doubt, except to the extent otherwise required by applicable law, the Certificate or these Bylaws, the Members shall have the right to vote on and approve only such matters as the Board, in its discretion, elects to refer to a vote of the Members.

Section 4.2 Number of Directors. Subject to Section 4.3(b) below, the Board shall consist of such number of Directors as may be determined by a Supermajority Vote of the Board from time to time; provided that (a) the initial Board shall be comprised of six (6) Directors appointed by the respective Founding Members (defined below) in accordance with Section 4.3(a); (b) the minimum number of Directors shall be three (3); and (c) the maximum number of Directors shall be twenty (20). The Board may, at its discretion, increase or decrease the minimum and maximum number of Directors from time to time by a Supermajority Vote of the Board.

Section 4.3 Nomination, Election and Term of Office of Directors.

(a) Only employees, agents or other representatives of Voting Members shall be eligible to serve as Directors. The initial Board shall consist exclusively of Directors each appointed by one of the initial founding Members of RIC (the Members appointing such Directors being the "Founding Members"). Notwithstanding anything else herein, for the thirty-six (36)-month period following the seating of such initial board (the "Initial Period"), each Founding Member, while in

good standing, shall be entitled to remove and replace its appointed Director at its discretion. Such initial Directors shall be eligible to be re-elected following the conclusion of the Initial Period.

(b) If electing to expand the size of the Board during the Initial Period, the Board may at its discretion invite representatives of Voting Members other than the Founding Members to serve on the Board upon approval of a Supermajority Vote, for terms of either one or two years, at the Board's election. In effecting such expansion, the Board shall aim to provide for terms that result in a staggered Board.

(c) In extending invitations to Director candidates upon expansion of the Board, or in reviewing candidates that the Nominating Committee recommends, the Board will aim to achieve a balance of brand and generic/biosimilar company representation on the Board, and shall seek to achieve diverse perspectives of Voting Member participation on the Board, which may include (without limitation) Directors which are employees, agents or other representatives of (i) newly formed organizations in the REMS field, or which have only recently entered the REMS field; (ii) brand and generic companies with shared system REMS; (iii) brand companies with single-product REMS; (iv) generic companies with REMS programs through waiver mechanisms, (v) product class REMS perspectives, and (vi) such other perspectives as may be warranted to achieve a multi-faceted industry perspective.

(d) Directors may, but shall not automatically be, re-nominated and/or re-appointed (as applicable) for additional terms. After the Initial Period, the term(s) of each Director shall be as determined by the Board in its discretion.

(e) Each Director shall hold office until the earliest to occur of the expiration of the term for which such Director was elected, or such Director's successor is appointed or elected (as the case may be) and qualified, or until his or her earlier death, resignation, suspension or removal.

(f) The Board may approve from time to time such reasonable attendance and other requirements as it shall deem to be advisable to ensure that seats on the Board are held by active, contributing individuals.

Section 4.4 Resignation and Removal. Any Director may resign at any time upon notice to RIC in writing. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any Director who was appointed by a Member may be removed by that Member at any time, and for any reason, or for no reason. Unless otherwise specified by applicable law or the Certificate, any Director may be removed by a majority of the other Directors then in office for engaging in any conduct, whether within or without RIC, that is contrary to the interests or goals of RIC.

Section 4.5 Board Vacancies; Suspension; Adjustment.

(a) Vacancies on the Board shall be filled by appointment by the Member of which the departing Director was an employee, agent or other representative at the time of his or her departure, subject to Board review and approval. The term of such Director shall be the unexpired portion of the term of the Director being replaced.

(b) With respect to vacancies occurring as a result of the termination of membership

of any Member entitled to appoint a Director, as set forth in Section 4.3 above, the Board may, at its discretion, appoint an interim replacement to the seat or leave the vacancy unfilled.

(c) In the event of an unfilled vacancy in the Board, and for so long as any Director is suspended (whether pursuant to Sections 2.5 and 4.3(e), or as a result of a suspension of Membership in accordance with Section 2.4 above, whatever the case may be), the remaining Directors, except as otherwise required by law, may exercise the powers of the full Board until the vacancy is filled.

(d) In the event that two or more Members entitled to appoint a Director combine by merger, acquisition or other similar transaction, the surviving Member shall be entitled to appoint only one Director and shall designate and identify such Director within thirty (30) days of the transaction's consummation; *provided that* for any period of time following such consummation but before such Director is appointed by the surviving Member, the applicable Board seat(s) shall be treated as vacant. Director(s) appointed by Members which do not survive the transaction shall be deemed to have resigned from the Board. With respect to any such vacated seats arising under this Section 4.5, the Board may, at its discretion, appoint an interim replacement to any such seat or seats or leave the applicable vacancy or vacancies unfilled.

Section 4.6 Emeritus Directors. The Board may, from time to time, appoint individuals (including individuals who were former members of the Board) to serve as Emeritus Members of the Board. Each "Emeritus Member" of the Board shall serve until his or her death, resignation, retirement or removal. Emeritus Members of the Board may be removed without cause by a majority vote of the members of the Board. Upon invitation by the Board, any individual appointed as an Emeritus Member of the Board may, but shall not be required to, attend meetings of the Board, and may participate in any discussions at such meetings; *provided, however*, that such individual shall not be counted in determining a quorum, vote or initiate any actions to be voted on at any meeting of the Board. Emeritus Members of the Board shall not be entitled to compensation, other than the reimbursement of out-of-pocket expenses incurred in conjunction with attending meetings. Emeritus Members of the Board shall be available to the Board and officers of RIC for counsel. It shall be the duty of the Emeritus Members of the Board to serve as goodwill ambassadors of RIC, but such individuals shall not have any responsibility or be subject to any liability imposed upon a member of the Board or in any manner otherwise be deemed to be a member of the Board. References in these Bylaws to Directors will not include Emeritus Members of the Board, except for the purposes of Article VIII.

Section 4.7 Place of Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware, or solely by means of remote communication such as conference telephone, video conference, web conference, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.8 Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. Such regular meetings shall be held at least twice per calendar year.

Section 4.9 Special Meetings. Special meetings of the Board may be called by the

Chairperson or Secretary, or on the written request of two or more Directors. Two business days' notice to each Director, either personally or by telecopy, commercial delivery service, electronic transmission, or similar means sent to his or her address, or three business days' notice by written notice deposited in the mail, shall be given to each Director by the Secretary or one of the Directors calling the meeting. A notice or waiver of notice, or any waiver by electronic transmission of a meeting of the Board, need not specify the purposes of the meeting.

Section 4.10 Quorum, Action at Meeting, Adjournments.

(a) At all meetings of the Board, a majority of Directors then in office shall constitute a quorum for the transaction of business and the act of a majority of such Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law, the Certificate or these Bylaws.

(b) A Supermajority Vote of the Board shall be required with respect to the following matters:

(i) Amending the Certificate;

(ii) Amending these Bylaws;

(iii) Adopting or recommending to the Members an agreement of merger or consolidation;

(iv) Approving or recommending to the Members the sale, lease or exchange of all or substantially all of the RIC's property and assets;

(v) Approving or recommending to the Members the dissolution, liquidation or winding up of the RIC or a revocation of any such dissolution, liquidation or winding up;

(vi) Enlarging or reducing the size of the Board;

(vii) Amending or modifying the eligibility requirements for membership on the Board or the classes of Members eligible to recommend Directors, or (if applicable) to appoint or elect Directors;

(viii) Termination or suspension of a Member's membership as set forth in Article II above; and

(ix) Any change to the rights of Membership enumerated in Article II above.

(c) No Director whose attendance and voting rights have been suspended shall be counted for purposes of determining quorum, the number of Directors then in office or the number of Directors required for voting purposes, unless otherwise required by law, another provision of these Bylaws, or the Certificate. If a quorum shall not be present at any meeting of the Board, a majority of the Directors present thereat may adjourn the meeting until a quorum shall be present. In the event that one or more of the Directors shall be disqualified from voting at any meeting upon any matter, then the required quorum as it relates to the consideration of such matter shall be

reduced by one for each such Director so disqualified.

Section 4.11 Action by Written Consent.

(a) Unless otherwise restricted by the Certificate or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting and without prior notice if a majority (or such greater number of Directors as may be required by law or these Bylaws for the taking of such action) of Directors then in office consent thereto in writing or by electronic transmission, and such consent is filed with the minutes of proceedings of the Board, provided that:

(i) such written consent or electronic transmission shall have been sent simultaneously to all Directors then in office for their consideration; and

(ii) prompt written notice of any action so taken (which notice may be given by electronic transmission) is given to those Directors who have not consented in writing or by electronic transmission.

(b) Unless otherwise restricted by the Certificate or these Bylaws, any action required or permitted to be taken at any meeting of any Board Committee may be taken by written consent as set forth above.

Section 4.12 Inspection Rights. Every Member shall have the right during normal business hours to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind, and to inspect the physical properties of RIC, subject to such reasonable requirements as may be implemented by the Board in good faith so as to preclude any material interference with the conduct of RIC business.

Section 4.13 Fees and Compensation. Directors shall not receive any stated salary or reimbursements for their services as Directors, provided that, by resolution of a majority of the Board, RIC may reimburse Directors for expenses incurred while acting on behalf of RIC and/or expenses incurred in attending meetings of the Board, in such amounts as the Board may determine to be appropriate.

ARTICLE V
BOARD COMMITTEES

Section 5.1 Board Committees. The Board may create board committees (“Board Committees”), each consisting of one or more Directors as may be elected or appointed by the Board, as the Board may from time to time deem advisable, to perform such duties as may be delegated to any such Board Committees, subject to the limitations imposed by the Certificate or these Bylaws. Any such Board Committee shall have such powers, duties and name or names as may be determined from time to time by the Board. Each Board Committee shall keep regular minutes of its meetings and make reports to the Board as the Board may request.

Section 5.2 Nominating Committee. The Board may create a nominating committee that will be comprised of Directors (including Emeritus Members, if the Board desires) which will, beginning with any expansion of the Board during or at expiration of the Initial Period, select and recommend nominees, for Board consideration and approval, to serve as Directors (the

“Nominating Committee”).

Section 5.3 Meetings of Committees of the Board. Except as otherwise provided in these Bylaws or by resolution of the Board, each Board Committee may adopt its own rules governing the time and place of holding and the method of calling its meetings, and the conduct of its proceedings, and shall meet as provided by such rules.

Section 5.4 Term of Office of Members of Committees of the Board. Each member of a Board Committee shall serve for such term as shall be established by the Board at the time of his or her appointment or election.

Section 5.5 Other Committees and Groups. From time to time, the Board may establish working groups, task forces, special interest groups or other committees upon which Directors, non-Directors, or both Directors and non-Directors shall be eligible to serve, as it deems advisable in its discretion. The rules, policies, and procedures governing any such working group, task force, special interest group or other similar committees so created will be determined by the Board.

ARTICLE VI OFFICERS

Section 6.1 Officers. The officers of RIC shall be a Chairperson, a Vice Chairperson, a Treasurer and a Secretary, each of whom shall also be a Director unless otherwise decided by Supermajority Vote of the Board. RIC may also have, at the discretion of the Board, any other officer, with such titles, terms of office and duties as may be appointed in accordance with the provisions of Section 6.3 (all together with the Chairperson, Vice Chairperson, Treasurer and Secretary, collectively, the “Officers” of RIC). For the avoidance of doubt, at the Board’s discretion, multiple Officer positions may be held from time to time by the same individual.

Section 6.2 Election. The Board at its annual meeting each year shall choose a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. Other Officers may be elected by the Board at any such meeting, and any or all Officers may be replaced, at any other meeting of, or by written consent of, the Board.

Section 6.3 Tenure. Each Officer of RIC shall hold office until his or her successor is chosen and qualifies in accordance with this Article VI. Any Officer elected or appointed by the Board may be removed at any time by the Board or a Board Committee duly authorized to do so. Any Officer may resign by delivering his or her written resignation to the RIC or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board.

Section 6.5 Chairperson and Vice Chairperson.

(a) The Chairperson shall have all of the powers and responsibilities normally associated with the role of chief executive officer, and shall preside at all meetings of the Board and the Members. The Chairperson shall oversee the management of the business of RIC, see that

all orders and resolutions of the Board are carried into effect, and have such other duties as the Board deems advisable to delegate to him or her. Each Chairperson shall serve a term of two (2) years.

(b) The Vice Chairperson shall have all of the powers and responsibilities normally associated with a vice president, including all powers and responsibilities as may be delegated to the Vice Chairperson by the Chairperson, and, when acting pursuant to subsection (c) below, the powers of the Chairperson. Each Vice Chairperson shall serve a term of one (1) year.

(c) In the event the Chairperson is unavailable to act, or in the event of his or her incapacity or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. In the event of the Vice Chairperson's unavailability, incapacity or refusal to act, the Secretary shall so act and, in case of his or her unavailability, inability or refusal to act, the Treasurer shall so act.

Section 6.6 Secretary. The Secretary shall have such powers and perform such duties as are incident to the office of Secretary under the DGCL, including, without limitation, the duty to oversee and ensure creation of a record of the proceedings of the meetings of the Board. Each Secretary shall serve a term of one (1) year.

Section 6.7 Treasurer. The Treasurer shall, subject to the direction of the Board and except as the Board or the Chairperson may otherwise provide, have oversight over and general charge of the financial affairs of RIC and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of RIC. He or she shall have such other duties and powers as may be designated from time to time by the Board or the Chairperson. Each Treasurer shall serve a term of one (1) year.

ARTICLE VII NOTICES

Section 7.1 Delivery.

(a) Whenever written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member, at his, her or its address as it appears on the records of RIC, with postage prepaid. Unless written notice by mail is required by applicable law, the Certificate or these Bylaws, written notice may also be given by electronic transmission, such as electronic mail, telecopy, or similar means, addressed to such Director or Member at his, her or its email or telecopy address on record with RIC.

(b) Notice shall be deemed given (i) immediately, if by email, telecopy, or similar means directed to the address of the Director or Member on record with RIC or (ii) if by mail to the address on record, when the mail containing such notice is deposited with the United States mail or delivered to the commercial carrier, as applicable, postage prepaid.

Section 7.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of applicable law, the Certificate or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, or a

waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent thereto.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Right to Indemnification. Directors, officers, employees and other agents of RIC shall be entitled to be indemnified and held harmless as provided for in the Certificate, and upon the conditions and by the processes set forth in this Article VIII.

Section 8.2 Success on the Merits. To the extent that any person described in the Certificate has been successful on the merits or otherwise in defense of any action, suit or proceeding referred therein or herein, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.3 Specific Authorization. Any indemnification under the Certificate and this Article VIII (unless ordered by a court) shall be made by RIC only as authorized in each case upon a determination that indemnification of any person described in the applicable provisions is proper. Such determination shall be made (a) by a majority vote of such Directors who were not parties to such action, suit or proceeding, even though less than a quorum or (b) by the Members of the RIC.

Section 8.4 Advance Payment. Expenses incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding may, at the Board's discretion, be paid by RIC in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by RIC as authorized in this Article VIII.

Section 8.5 Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of disinterested Directors, vote of Voting Members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 8.6 Jurisdiction of Delaware Court of Chancery. The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification. The Delaware Court of Chancery may summarily determine RIC's obligation to advance expenses (including attorney's fees).

Section 8.7 Insurance. The Board may authorize RIC to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of RIC, or is or was serving at the request of RIC as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not RIC would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

Section 8.8 Continuation of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a Director, Officer, employee or agent of RIC and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.9 Severability. If any word, clause or provision of this Article VIII or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 8.10 Intent of Article. The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the DGCL. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

Section 8.11 Certificate of Incorporation. To the extent that the provisions of this Article VIII and of the relevant provisions of the Certificate shall be interpreted as inconsistent or conflicting, the Certificate shall control.

ARTICLE IX BOOKS AND RECORDS

Section 9.1 Books and Records. RIC shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board and Board Committees, and a record of the Members (including the designated contact person for purposes of voting as set forth in Section 3.4), giving their names and addresses and the class of Membership held by each.

Section 9.2 Record Date. In order that RIC may determine the Members entitled to express consent to corporate action in writing without a meeting, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Membership or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be (i) more than sixty (60) days nor less than ten (10) days prior to the adoption of the resolution by the Board and (in the case of consent to corporate action in writing without a meeting) the date upon which such written consent is delivered to the Members, nor (ii) later than the date upon which the Board adopts the resolution proposing the taking of such action. In the absence of such a determination, the record date shall be at the close of business on the day on which the Board adopts the resolution proposing the taking of such action.

ARTICLE X CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties. No contract or transaction between RIC and one or more of its Directors or Officers, or between RIC and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are Directors or Officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such Director or Officer (or other director or officer) is present at or participates in the meeting of the Board or Board Committee which authorizes the contract or transaction, nor

solely because his, her or their votes are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or such Board Committee, and the Board or such Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors may be less than a quorum; or

(b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Voting Members entitled to vote thereon (if applicable), and the contract or transaction is specifically approved in good faith by vote of the Voting Members; or

(c) The contract or transaction is fair as to RIC as of the time it is authorized, approved or ratified, by the Board, a Board Committee, or the Voting Members.

Section 10.2 Counting. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or Board Committee that authorizes the contract or transaction.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Fiscal Year. RIC's fiscal year shall end on the 31st day of December in each year, or such other date as decided by resolution of the Board.

Section 11.2 Reserves. The Board may set apart out of any funds of RIC a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 11.3 Seal. The Board may, by resolution, adopt a corporate seal. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be altered from time to time by the Board.

ARTICLE XII ANTITRUST COMPLIANCE

Section 12.1 Antitrust Laws. RIC will conduct all of its activities in conformance with all international, United States federal and state antitrust laws and competition laws, including but not limited to the Sherman Act, the Clayton Act, the Robinson-Patman Act, and the Federal Trade Commission Act. The Board and the Chairperson shall consult legal counsel and seek legal review whenever necessary to insure that the activities of RIC are conducted in conformance with such laws.

Section 12.2 Fostering Competition. Each of the Members of RIC is committed to fostering competition in markets for pharmaceutical and biologic products, and the activities of RIC are intended to promote such competition. Each Member acknowledges that it may compete with other Members in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable state, federal or

international antitrust laws or regulations. Without limiting the generality of the foregoing, Members that are competitors shall not discuss issues relating to proprietary or commercially sensitive information, including (without limitation) product costs, product pricing, methods or channels of product distribution, any division of markets or allocation of customers, or any topic otherwise that would be prohibited by applicable antitrust laws.

Section 12.3 Members' Legal Counsel. Each Member shall assume responsibility to provide appropriate legal counsel to its representatives acting under these Bylaws regarding the importance of limiting the scope of their discussions to the topics that relate to the goals of RIC, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

ARTICLE XIII

AMENDMENTS

Except where such power is expressly limited by applicable law, the Certificate or these Bylaws as to any specific action, these Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, in each case by Supermajority Vote of the Board.