

**Exhibit D**  
**Settling States Plan for Acceptance and Delivery of Settlement Product**

**1. Completion of the Settlement Product Election Form**

Within thirty (30) days of the Effective Date, each Settling State must execute and return to Hikma and the Settlement Fund Administrator the Settlement Product Election Form as set forth below in this Exhibit D if it elects to convert all or any portion of the Settlement Product allocated to the Settling State (“Settlement Product Allocation”).

To the extent that a State does not elect to receive its full Settlement Product Allocation, a State may amend its Settlement Product Election Form to increase its Settlement Product amount (“Settlement Product Election”) before the State’s Settlement Product Allocation is converted to cash value by executing and returning an amended Settlement Product Election Form, and Hikma agrees to work in good faith to fulfill such additional Purchase Orders consistent with this amended Settlement Product Election. For the avoidance of doubt, a State may not amend its Settlement Product Election Form to subsequently decrease its Settlement Production Election.

**2. Settlement Product Allocation**

The Parties agree that the total WAC value of the Settlement Product to be provided to a Settling State under this Agreement is that Settling State’s allocated percentage (as set forth in Exhibit F to this Agreement) of \$34,720,371, and that for purposes of this Agreement the WAC value per carton of Settlement Product is \$125 (two devices per carton). Each Settling State’s maximum allocation of Settlement Product is reflected in Schedule D-1 (“Settling State’s Maximum Allocation”).

Settling States that do not make a Settlement Product Election within 30 days of the Effective Date shall be deemed to have elected the full Settlement Product and to have elected not to convert any portion of the Settlement Product into cash value.

For the Settling States that elect to receive Settlement Product, Hikma will use reasonable best efforts to provide such product by May 15, 2027.

To the extent that a Settling State does not request a Settling State’s Maximum Allocation,<sup>1</sup> the difference in quantity of Settlement Product between the Settling State’s Maximum Total Quantity and the Product Election Amount will be converted (the “Converted Quantity”) into a cash value equaling twenty percent (20%) of the WAC value of the Converted Quantity (“Settlement Product Cash Conversion Amount”).

A Settling State shall not request quantities of Settlement Product that exceed the Product Election Amount.

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<sup>1</sup> If a Settling State does not elect to receive its Maximum Allocation, such Settling State may submit a new or updated Settlement Product Election Form in lieu of converting the outstanding portion of Settlement Product to cash value and Hikma and the Settling States agree to work in good faith to maximize the availability of Settlement Product.

### **3. Calculation and Payment of Cash Conversion Amount**

A Settling State that elects to receive its full Settlement Product Cash Conversion Amount will receive the State's Settlement Product Cash Conversion Amount by May 15, 2027.

### **4. Orders, Purchase Order Fulfillment, Distribution & Delivery**

#### **Orders to Hikma**

The Office of the Attorney General, or a state office, agency, officer or official designated by the Office of the Attorney General, on behalf of each Settling State, shall have the right to place periodic purchase orders setting forth the quantity of the Settlement Product to be delivered and the Settling State's desired delivery date (each, a "Purchase Order"). Not less than six (6) months prior to its desired first delivery date, the Settling State will issue its first Purchase Order. Thereafter, the Settling State shall be allowed one (1) Purchase Order per each quarter of calendar year 2026, due by the following date each quarter:

- Q1 2026: February 18, 2026
- Q2 2026: April 8, 2026
- Q3 2026: July 8, 2026
- Q4 2026: October 14, 2026

Each Purchase Order from the Settling State shall be directed to Seth Graves, Senior Director, Business Insights, Solutions & Analytics Support, at [sgraves@hikma.com](mailto:sgraves@hikma.com), or his designee. The Settling State shall designate, in each Purchase Order, up to two (2) delivery locations within the Settling State that will receive the Settlement Product on behalf of the Settling State ("Delivery Location"). To the extent the Delivery Location has special instructions (i.e. that the Delivery Location has a loading dock, etc.), the Settling State shall provide this information to Hikma when making the initial Purchase Order.

#### **Fulfillment of Purchase Orders by Hikma**

Purchase Orders submitted to Hikma on behalf of a Settling State pursuant to this Agreement shall in all respects be processed and filled by Hikma as though such Purchase Orders had been submitted by Hikma's regular paying customers, except to the extent inconsistent with the terms of this Agreement.

For all subsequent Purchase Orders received, after a Settling State's first Purchase Order, Hikma will use its good faith efforts to deliver Settlement Product within three (3) months of Hikma's receipt of the applicable Purchase Order for Settlement Product, at no cost to the Settling State. In the event Settlement Product is unavailable due to manufacturing constraints, Hikma will make commercially reasonable good faith efforts to provide Settlement Product as soon as reasonably possible and to keep each Settling State informed of the product's manufacturing status.

Hikma shall respond to the Settling State's Purchase Order request within seven (7) calendar days confirming the order. For each Purchase Order received, Hikma shall provide the Settling State with estimated delivery dates for receipt of the Settlement Product. Hikma will use good faith efforts to deliver Settlement Product with at least twelve (12) months remaining shelf life.

Hikma will have the right to reject any Purchase Order that would result in quantities of Settlement Product being ordered in excess of a Settling State's Product Election Amount. In the event a Settling State orders quantities of Settlement Product less than its Product Election Amount, it will not be permitted to order any shortfall after October 14, 2026.

For purposes of this Agreement, the term "Force Majeure Event" means any event reasonably beyond the control of Hikma, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court or governmental authority. In the event of a Force Majeure Event or other inability to supply any order made by a Settling State for Settlement Product, Hikma shall promptly provide written notice to the Settling State. Hikma and the Settling State shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

## **5. Delivery to State-Designated Facility**

Delivery of the Settlement Product shall occur no more than five (5) business days after the shipment date. Should delivery within this deadline not occur, Hikma agrees to notify the Settling State in writing and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Hikma regularly ships this Settlement Product and any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by the Settling State shall be fully the responsibility of Hikma. Should damage to Settlement Product occur during shipping, Hikma agrees to re-ship the amount damaged promptly and at no cost to the Settling State.

The Settling State shall ensure that the Delivery Location (i) has appropriate storage accommodations and (ii) complies with all applicable state and federal laws surrounding receipt of the Settlement Product. The Settling State reserves the right to designate different Delivery Locations within its state during the pendency of this Agreement at its discretion.

Should the Settling State determine that an alternate Delivery Location will receive the Settlement Product during the pendency of this Agreement, the Settling State shall notify Hikma in writing through the Purchase Order.

The Settling State shall inspect the Settlement Product within ten (10) business days upon arrival at the Delivery Location. If the Settling State identifies damages to the Settlement Product during the inspection, the Settling State will notify Hikma and Hikma agrees to work in good faith to replace the damaged Settlement Product promptly. If the Settling State identifies a shortage in the shipment of Settlement Product during the inspection, the Settling State will notify Hikma and Hikma agrees to work in good faith to ship the missing Settlement Product promptly. The Settling State will ship any damaged Settlement Product in accordance with Hikma's instructions. The Settling State will destroy and dispose of expired or otherwise unusable Settlement Product in accordance with all applicable laws, rules and regulations.

Delivery of the Settlement Product is complete when Hikma delivers all units of a particular order to a Delivery Location and when both parties or their designees sign an invoice confirming the

amount of units of Settlement Product received by the Settling State.

## **6. Distribution by State**

The Settling State may distribute the Settlement Product throughout its state at its sole discretion. The time, place, and manner of any distribution of the Settlement Product by the Settling State will be determined solely by the Settling State. The Settling State will comply with any state or federal laws regarding the distribution of the Settlement Product.

The Settling State retains the right to alter its distribution plan according to the Settling State's needs, including the right to store the Settlement Product at a state facility for any length of time. The Settling State may distribute the Settlement Product as it deems best to address the opioid-related public health crisis in its state, and alteration of distribution to recipients shall be at the sole discretion of the Settling State without regard to the preferences or recommendations of Hikma.

**Settlement Product Election Form**

State	
Attorney General	
Address:	
City, State, Zip:	
Phone:	
Email:	

As of the date the Settling State submits this Settlement Product Election Form, the Settling State identified above, acting through the undersigned Attorney General, or other state office, agency, officer or official designated by the Attorney General hereby elects to receive:

\_\_\_\_\_ % of the Settling State's Settlement Product (Product Election Amount)

\_\_\_\_\_ % of the Settling State's Settlement Product converted to a cash value (Converted Quantity)

**100 % Total**

The cash value of Settlement Product is equal to twenty percent (20%) of the WAC value of the Settling State's Converted Quantity.

I have all necessary power and authorization to execute this Settlement Product Election Form on behalf of the Settling State.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule D-I**

**Settling States' Maximum Allocation**

<b>State</b>	<b>Exhibit F Allocation Percentage</b>	<b>Total Maximum Quantity</b>	<b>Total WAC Value</b>
<b>Alabama</b>	1.6274793277%	4521	\$ 565,066.86
<b>Alaska</b>	0.2489989135%	692	\$ 86,453.35
<b>American Samoa</b>	0.0173157907%	48	\$ 6,012.11
<b>Arizona</b>	2.3755949882%	6599	\$ 824,815.39
<b>Arkansas</b>	0.9556413724%	2654	\$ 331,802.23
<b>California</b>	9.9213830698%	27558	\$ 3,444,741.01
<b>Colorado</b>	1.6616291219%	4615	\$ 576,923.80
<b>Connecticut</b>	1.3269714834%	3686	\$ 460,729.42
<b>Delaware</b>	0.4801053005%	1334	\$ 166,694.34
<b>District of Columbia</b>	0.1970735811%	547	\$ 68,424.68
<b>Florida</b>	7.0259134409%	19515	\$ 2,439,423.21
<b>Georgia</b>	2.7882080114%	7745	\$ 968,076.17
<b>Guam</b>	0.0500199278%	139	\$ 17,367.10
<b>Hawaii</b>	0.3364444270%	935	\$ 116,814.75
<b>Idaho</b>	0.5149166637%	1430	\$ 178,780.98
<b>Illinois</b>	3.3263363702%	9239	\$ 1,154,916.33
<b>Indiana</b>	2.2168933059%	6159	\$ 769,713.58
<b>Iowa</b>	0.7529084528%	2091	\$ 261,412.61
<b>Kansas</b>	0.7978883971%	2216	\$ 277,029.81
<b>Kentucky</b>	2.0697439313%	5749	\$ 718,622.77
<b>Louisiana</b>	1.4996480714%	4165	\$ 520,683.37
<b>Maine</b>	0.5558357417%	1545	\$ 192,988.23
<b>Maryland</b>	2.1106090494%	5862	\$ 732,811.29
<b>Massachusetts</b>	2.3035761083%	6398	\$ 799,810.17
<b>Michigan</b>	3.4020234989%	9450	\$ 1,181,195.18
<b>Minnesota</b>	1.2972597706%	3603	\$ 450,413.41
<b>Mississippi</b>	0.8812757884%	2448	\$ 305,982.22
<b>Missouri</b>	2.0056475170%	5571	\$ 696,368.26
<b>Montana</b>	0.3328757355%	926	\$ 115,575.69
<b>N. Mariana Islands</b>	0.0179974264%	50	\$ 6,248.77
<b>Nebraska</b>	0.4254151742%	1182	\$ 147,705.73

<b>Nevada</b>	1.2392843614%	3442	\$ 430,284.13
<b>New Hampshire</b>	0.6161371251%	1711	\$ 213,925.10
<b>New Jersey</b>	2.7551354545%	7653	\$ 956,593.25
<b>New York</b>	5.3903813405%	14972	\$ 1,871,560.40
<b>North Carolina</b>	3.2502525994%	9028	\$ 1,128,499.76
<b>North Dakota</b>	0.1808998685%	502	\$ 62,809.11
<b>Ohio</b>	4.3567051408%	12101	\$ 1,512,664.19
<b>Oklahoma</b>	1.5729476492%	4369	\$ 546,133.26
<b>Oregon</b>	1.4081503876%	3911	\$ 488,915.04
<b>Pennsylvania</b>	4.5882419559%	12744	\$ 1,593,054.63
<b>Puerto Rico</b>	0.7212381757%	2003	\$ 250,416.57
<b>Rhode Island</b>	0.4806657996%	1335	\$ 166,888.95
<b>South Carolina</b>	1.5696137945%	4360	\$ 544,975.73
<b>South Dakota</b>	0.2111011614%	586	\$ 73,295.11
<b>Tennessee</b>	2.6881474977%	7467	\$ 933,334.78
<b>Texas</b>	6.2932157196%	17480	\$ 2,185,027.85
<b>Utah</b>	1.1807607736%	3280	\$ 409,964.52
<b>Vermont</b>	0.2789170974%	775	\$ 96,841.05
<b>Virgin Islands</b>	0.0332650814%	92	\$ 11,549.76
<b>Virginia</b>	2.2801150757%	6333	\$ 791,664.41
<b>Washington</b>	2.3189040182%	6441	\$ 805,132.08
<b>West Virginia</b>	1.1175493499%	3104	\$ 388,017.28
<b>Wisconsin</b>	1.7582560561%	4884	\$ 610,473.03
<b>Wyoming</b>	0.1864847571%	518	\$ 64,748.20
<b>Total</b>	100%	277763	\$ 34,720,371.01