Official Office Use Only

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re Amgen Inc. Securities Litigation

Civil Action No. 1:23-cv-02138-JPC-HJR

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than February 9, 2027

AMGEN

Please Type or Print in the Boxes Below
Must use Black or Blue Ink or your claim may be deemed deficient.

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS AND HOLDINGS IN AMGEN COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I. CLAIMANT IDENTIFICATION

Last Name | M.I. | First Name

Last Name (Co-Beneficial Owner) | M.I. | First Name (Co-Beneficial Owner)

○ IRA ○ Joint Tenancy ○ Employee ○ Individual ○ Other (describe):

Entity Name (Beneficial Owner - If Claimant is not an Individual)

Representative or Custodian Name (if Claim is not submitted by Beneficial Owner(s))

Account Number(s) (list all accounts; submit one Claim Form per legal entity)

Last Four Digits of Social Security Number

or

Taxpayer Identification Number

Telephone Number (Primary Daytime) — —

Telephone Number (Alternate) — —

Email Address

MAILING INFORMATION

Address

Address (cont.)

City | State | ZIP Code

Foreign Province | Foreign Postal Code | Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB	CB	○ ATP ○ KE ○ ICI	○ BE ○ DR ○ EM	○ FL ○ ME ○ ND	○ OP ○ RE ○ SH	M M / D D / Y Y Y Y	FOR CLAIMS PROCESSING ONLY

PART II: SCHEDULE OF TRANSACTIONS IN AMGEN COMMON STOCK

A. Number of shares of Amgen common stock held at the close of trading on July 28, 2020 (must be documented). If none, write "zero" or "0.": Proof Enclosed? ○ Y ○ N

B. Purchases or acquisitions of Amgen common stock between July 29, 2020 and July 26, 2022, inclusive[1]:

PURCHASES

	Trade Date(s) (List Chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes, and fees)	Proof of Purchase/ Acquisition Enclosed
	M M / D D / Y Y Y Y			
1.	/ /		$. 00	○ Y ○ N
2.	/ /		$. 00	○ Y ○ N
3.	/ /		$. 00	○ Y ○ N
4.	/ /		$. 00	○ Y ○ N
5.	/ /		$. 00	○ Y ○ N

IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: ○ Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

M M / D D / Y Y Y Y	Merger Shares:	Company:
/ /		

C. Sales of Amgen common stock between July 29, 2020 and July 26, 2022, inclusive:

SALES

	Trade Date(s) (List Chronologically)	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed?
	M M / D D / Y Y Y Y			
1.	/ /		$. 00	○ Y ○ N
2.	/ /		$. 00	○ Y ○ N
3.	/ /		$. 00	○ Y ○ N
4.	/ /		$. 00	○ Y ○ N
5.	/ /		$. 00	○ Y ○ N

D. Number of shares of Amgen common stock held at the close of trading on April 27, 2022 (must be documented). If none, write "zero" or "0.": Proof Enclosed? ○ Y ○ N

E. Number of shares of Amgen common stock held at the close of trading on July 26, 2022 (must be documented). If none, write "zero" or "0.": Proof Enclosed? ○ Y ○ N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name and the last four digits of your Social Security/Taxpayer Identification Number on each additional page.

YOU MUST READ THE RELEASE AND SIGN ON PAGE 6. FAILURE TO SIGN MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

[1] Please note that the eligible purchase period is July 29, 2020 – April 27, 2022, inclusive. Purchases through July 26, 2022, are being collected for balancing purposes to ensure the accurate calculation of claims.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Member of the Class and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of the Stipulation and any judgment that may be entered in the Action, including the releases and the covenants set forth herein. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase, acquisition, or holding of Amgen common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASES

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release from the Released Claims each and all of the Released Defendant Parties.

2. "Released Defendant Party" or "Released Defendant Parties" mean each and all of Defendants, Defendants' Counsel, and any of their Related Parties.

3. "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including "Unknown Claims," as defined below), and causes of action of every nature and description whatsoever, in law, equity, or otherwise, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule, or regulation, whether class and/or individual in nature, concerning, based on, arising out of, or in connection with both (i) the purchase or acquisition of Amgen common stock, and (ii) the acts, facts, matters, occurrences, disclosures, filings, representations, statements, or omissions that were or could have been alleged or asserted by Lead Plaintiff in the Action. "Released Claims" does not include: (i) any derivative claims asserted by or on behalf of Amgen's shareholders, including, without limitation, the following actions: *In re Amgen Inc. Derivative Litigation*, Case No. 1:23-cv-06754-JPC (S.D.N.Y.); *In re Amgen Inc. Stockholder Derivative Litigation*, Case No. 2024-1263-JTL (Del. Ch.); *Sieveking, et al. v. Bradway, et al*., Case No. 1:25-cv-00414-GBW (D. Del.); (ii) claims brought pursuant to the Employee Retirement Income Security Act of 1974 (ERISA); and (iii) any claims to enforce the Settlement. For the avoidance of doubt, this Settlement is not conditioned upon the obtaining of, or any judicial approval of, any releases between or among the Defendants and/or any third parties.

4. "Released Defendants' Claims" means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, against Lead Plaintiff, Lead Plaintiff's Counsel, or any Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action, except for claims relating to the enforcement of the Settlement.

5. "Unknown Claims" means (a) any and all Released Claims that any of the Releasing Lead Plaintiff Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, their, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of Lead Plaintiff, the Class, and Lead Plaintiff's Counsel, which, if known by him, her, them, or it, might have affected his, her, their, or its settlement and release of Lead Plaintiff, the Class, and Lead Plaintiff's Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Released Defendants' Claims against Lead Plaintiff, the Class, and Lead Plaintiff's Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Lead Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Releasing Lead Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Lead Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but (a) the Releasing Lead Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Releasing Lead Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished,

and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Lead Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

6. These releases shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of Amgen common stock between July 29, 2020 and July 26, 2022, inclusive, and the number of shares of Amgen common stock held by me (us) at the end of the day on July 28, 2020, April 27, 2022, and July 26, 2022.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this_____ day of _____ in _____
(Month/Year) (City/State/Country)

_____ _____
Signature of Claimant Print Claimant Name Here

_____ _____
Signature of Joint Claimant (if any) Print Name of Joint Claimant (if any)

_____ _____
Signature of person signing on behalf of Claimant Print Name of person signing on behalf of Claimant

_____
Capacity of person signing on behalf of Claimant, if other than an individual, *e.g.,* executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant.)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgement.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim and Release or supporting documentation. Must use Black or Blue Ink or your claim may be deemed deficient.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR IF MAILED POSTMARKED NO LATER THAN FEBRUARY 9, 2027 ADDRESSED AS FOLLOWS:

Amgen Securities Settlement
Claims Administrator
c/o Verita Global
P.O. Box 301133
Los Angeles, CA 90030-1133
www.AmgenSecuritiesSettlement.com

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