

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549  
**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2025

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-35565

**abbvie**  
**AbbVie Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)

32-0375147  
(I.R.S. employer identification number)

1 North Waukegan Road  
North Chicago, Illinois 60064-6400

Telephone: (847) 932-7900

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer   
Non-Accelerated Filer

Accelerated Filer   
Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	ABBV	New York Stock Exchange NYSE Texas
0.750% Senior Notes due 2027	ABBV27	New York Stock Exchange
2.125% Senior Notes due 2028	ABBV28	New York Stock Exchange
2.625% Senior Notes due 2028	ABBV28B	New York Stock Exchange
2.125% Senior Notes due 2029	ABBV29	New York Stock Exchange
1.250% Senior Notes due 2031	ABBV31	New York Stock Exchange

As of April 30, 2025, AbbVie Inc. had 1,766,403,027 shares of common stock at \$0.01 par value outstanding.

**AbbVie Inc. and Subsidiaries**  
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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

AbbVie Inc. and Subsidiaries  
Condensed Consolidated Statements of Earnings (unaudited)

(in millions, except per share data)	Three months ended March 31,	
	2025	2024
<b>Net revenues</b>	\$ 13,343	\$ 12,310
Cost of products sold	4,002	4,094
Selling, general and administrative	3,293	3,315
Research and development	2,067	1,939
Acquired IPR&D and milestones	248	164
<b>Total operating costs and expenses</b>	<b>9,610</b>	<b>9,512</b>
Operating earnings	3,733	2,798
Interest expense, net	627	453
Net foreign exchange loss	4	4
Other expense, net	1,441	586
Earnings before income tax expense	1,661	1,755
Income tax expense	372	383
Net earnings	1,289	1,372
Net earnings attributable to noncontrolling interest	3	3
<b>Net earnings attributable to AbbVie Inc.</b>	<b>\$ 1,286</b>	<b>\$ 1,369</b>
<b>Per share data</b>		
Basic earnings per share attributable to AbbVie Inc.	\$ 0.72	\$ 0.77
Diluted earnings per share attributable to AbbVie Inc.	\$ 0.72	\$ 0.77
Weighted-average basic shares outstanding	1,768	1,769
Weighted-average diluted shares outstanding	1,772	1,773

The accompanying notes are an integral part of these condensed consolidated financial statements.

**AbbVie Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Comprehensive Income (unaudited)**

(in millions)	Three months ended March 31,	
	2025	2024
<b>Net earnings</b>	\$ 1,289	\$ 1,372
Foreign currency translation adjustments, net of tax expense (benefit) of \$17 for the three months ended March 31, 2025 and \$(20) for the three months ended March 31, 2024	487	(396)
Net investment hedging activities, net of tax expense (benefit) of \$(77) for the three months ended March 31, 2025 and \$57 for the three months ended March 31, 2024	(283)	207
Pension and post-employment benefits, net of tax expense (benefit) of \$0 for the three months ended March 31, 2025 and \$1 for the three months ended March 31, 2024	(2)	10
Cash flow hedging activities, net of tax expense (benefit) of \$(4) for the three months ended March 31, 2025 and \$7 for the three months ended March 31, 2024	(19)	30
Other comprehensive income (loss)	183	(149)
Comprehensive income	1,472	1,223
Comprehensive income attributable to noncontrolling interest	3	3
<b>Comprehensive income attributable to AbbVie Inc.</b>	<b>\$ 1,469</b>	<b>\$ 1,220</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**AbbVie Inc. and Subsidiaries**  
**Condensed Consolidated Balance Sheets**

(in millions, except share data)	March 31, 2025 (unaudited)	December 31, 2024
<b>Assets</b>		
<b>Current assets</b>		
Cash and equivalents	\$ 5,175	\$ 5,524
Short-term investments	1	31
Accounts receivable, net	12,477	10,919
Inventories	4,526	4,181
Prepaid expenses and other	5,496	4,927
<b>Total current assets</b>	<b>27,675</b>	<b>25,582</b>
Investments	287	279
Property and equipment, net	5,237	5,134
Intangible assets, net	58,489	60,068
Goodwill	35,285	34,956
Other assets	9,192	9,142
<b>Total assets</b>	<b>\$ 136,165</b>	<b>\$ 135,161</b>
<b>Liabilities and Equity</b>		
<b>Current liabilities</b>		
Short-term borrowings	\$ 1,593	\$ —
Current portion of long-term debt and finance lease obligations	3,769	6,804
Accounts payable and accrued liabilities	31,041	31,945
<b>Total current liabilities</b>	<b>36,403</b>	<b>38,749</b>
Long-term debt and finance lease obligations	64,527	60,340
Deferred income taxes	2,582	2,579
Other long-term liabilities	31,191	30,129
Commitments and contingencies		
<b>Stockholders' equity</b>		
Common stock, \$0.01 par value, 4,000,000,000 shares authorized, 1,837,071,074 shares issued as of March 31, 2025 and 1,831,594,494 as of December 31, 2024	18	18
Common stock held in treasury, at cost, 70,782,695 shares as of March 31, 2025 and 66,337,508 as of December 31, 2024	(9,137)	(8,201)
Additional paid-in capital	21,808	21,333
Accumulated deficit	(9,527)	(7,900)
Accumulated other comprehensive loss	(1,742)	(1,925)
<b>Total stockholders' equity</b>	<b>1,420</b>	<b>3,325</b>
Noncontrolling interest	42	39
<b>Total equity</b>	<b>1,462</b>	<b>3,364</b>
<b>Total liabilities and equity</b>	<b>\$ 136,165</b>	<b>\$ 135,161</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**AbbVie Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Equity (unaudited)**

(in millions)	Common shares outstanding	Common stock	Treasury stock	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Noncontrolling interest	Total
<b>Balance at December 31, 2023</b>	1,766	\$ 18	\$ (6,533)	\$ 20,180	\$ (1,000)	\$ (2,305)	\$ 37	\$ 10,397
Net earnings attributable to AbbVie Inc.	—	—	—	—	1,369	—	—	1,369
Other comprehensive loss, net of tax	—	—	—	—	—	(149)	—	(149)
Dividends declared	—	—	—	—	(2,753)	—	—	(2,753)
Purchases of treasury stock	(7)	—	(1,324)	—	—	—	—	(1,324)
Stock-based compensation plans and other	7	—	28	476	—	—	—	504
Change in noncontrolling interest	—	—	—	—	—	—	3	3
<b>Balance at March 31, 2024</b>	1,766	\$ 18	\$ (7,829)	\$ 20,656	\$ (2,384)	\$ (2,454)	\$ 40	\$ 8,047
<b>Balance at December 31, 2024</b>	1,765	\$ 18	\$ (8,201)	\$ 21,333	\$ (7,900)	\$ (1,925)	\$ 39	\$ 3,364
Net earnings attributable to AbbVie Inc.	—	—	—	—	1,286	—	—	1,286
Other comprehensive income, net of tax	—	—	—	—	—	183	—	183
Dividends declared	—	—	—	—	(2,913)	—	—	(2,913)
Purchases of treasury stock	(5)	—	(963)	—	—	—	—	(963)
Stock-based compensation plans and other	6	—	27	475	—	—	—	502
Change in noncontrolling interest	—	—	—	—	—	—	3	3
<b>Balance at March 31, 2025</b>	1,766	\$ 18	\$ (9,137)	\$ 21,808	\$ (9,527)	\$ (1,742)	\$ 42	\$ 1,462

The accompanying notes are an integral part of these condensed consolidated financial statements.

**AbbVie Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows (unaudited)**

(in millions) (brackets denote cash outflows)	Three months ended March 31,	
	2025	2024
<b>Cash flows from operating activities</b>		
Net earnings	\$ 1,289	\$ 1,372
Adjustments to reconcile net earnings to net cash from operating activities:		
Depreciation	181	183
Amortization of intangible assets	1,858	1,891
Deferred income taxes	(28)	(389)
Change in fair value of contingent consideration liabilities	1,518	660
Payments of contingent consideration liabilities	(549)	(391)
Stock-based compensation	410	348
Acquired IPR&D and milestones	248	164
Non-cash litigation reserve adjustments, net of cash payments	(729)	(12)
Other, net	17	(33)
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(1,479)	(702)
Inventories	(155)	(75)
Prepaid expenses and other assets	(628)	284
Accounts payable and other liabilities	(696)	362
Income tax assets and liabilities, net	378	378
<b>Cash flows from operating activities</b>	<b>1,635</b>	<b>4,040</b>
<b>Cash flows from investing activities</b>		
Acquisitions of businesses, net of cash acquired	(204)	(9,199)
Other acquisitions and investments	(334)	(190)
Acquisitions of property and equipment	(235)	(193)
Purchases of investment securities	(10)	(6)
Sales and maturities of investment securities	32	6
Other, net	16	(6)
<b>Cash flows from investing activities</b>	<b>(735)</b>	<b>(9,588)</b>
<b>Cash flows from financing activities</b>		
Net change in commercial paper borrowings	1,593	—
Proceeds from issuance of other short-term borrowings	—	5,008
Repayments of other short-term borrowings	—	(5,005)
Proceeds from issuance of long-term debt	3,994	14,963
Repayments of long-term debt and finance lease obligations	(3,026)	(103)
Debt issuance costs	(20)	(99)
Dividends paid	(2,925)	(2,772)
Purchases of treasury stock	(961)	(1,324)
Proceeds from the exercise of stock options	56	127
Other, net	31	24
<b>Cash flows from financing activities</b>	<b>(1,258)</b>	<b>10,819</b>
Effect of exchange rate changes on cash and equivalents	9	(18)
Net change in cash and equivalents	(349)	5,253
Cash and equivalents, beginning of period	5,524	12,814
<b>Cash and equivalents, end of period</b>	<b>\$ 5,175</b>	<b>\$ 18,067</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**AbbVie Inc. and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (unaudited)**

**Note 1 Basis of Presentation**

**Basis of Historical Presentation**

The unaudited interim condensed consolidated financial statements of AbbVie Inc. (AbbVie or the company) have been prepared pursuant to the rules and regulations of the United States Securities and Exchange Commission. Accordingly, certain information and footnote disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles in the United States (U.S. GAAP) have been omitted. These unaudited interim condensed consolidated financial statements should be read in conjunction with the company's audited consolidated financial statements and notes included in the company's Annual Report on Form 10-K for the year ended December 31, 2024.

It is management's opinion that these financial statements include all normal and recurring adjustments necessary for a fair presentation of the company's financial position and operating results. Net revenues and net earnings for any interim period are not necessarily indicative of future or annual results. Certain other reclassifications were made to conform the prior period interim condensed consolidated financial statements to the current period presentation.

**Recent Accounting Pronouncements**

*Recent Accounting Pronouncements Not Yet Adopted*

ASU No. 2024-03

In November 2024, the Financial Accounting Standards Board (FASB) issued *Accounting Standards Update (ASU) No. 2024-03, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40)*. The standard requires further disaggregation of relevant expense captions in a separate note to the financial statements. The standard is effective for AbbVie starting in annual periods in 2027 and interim periods beginning in 2028, with early adoption permitted. AbbVie is currently assessing the impact of adopting this guidance on its consolidated financial statements.

ASU No. 2023-09

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740)*. The standard requires disaggregation of the effective rate reconciliation into standard categories, enhances disclosure of income taxes paid, and modifies other income tax-related disclosures. The standard is effective for AbbVie starting in annual periods in 2025. AbbVie is currently assessing the impact of adopting this guidance on its consolidated financial statements.

**Note 2 Supplemental Financial Information**

**Interest Expense, Net**

(in millions)	Three months ended	
	March 31,	
	2025	2024
Interest expense	\$ 700	\$ 660
Interest income	(73)	(207)
Interest expense, net	\$ 627	\$ 453

**Inventories**

(in millions)	March 31,		December 31,	
	2025		2024	
Finished goods	\$ 1,441	\$ 1,173		
Work-in-process	1,974	1,951		
Raw materials	1,111	1,057		
Inventories	\$ 4,526	\$ 4,181		

## Property and Equipment, Net

(in millions)	March 31, 2025	December 31, 2024
Property and equipment, gross	\$ 12,571	\$ 12,267
Accumulated depreciation	(7,334)	(7,133)
Property and equipment, net	\$ 5,237	\$ 5,134

Depreciation expense was \$181 million for the three months ended March 31, 2025 and \$183 million for the three months ended March 31, 2024.

## Note 3 Earnings Per Share

AbbVie grants certain restricted stock units (RSUs) that are considered to be participating securities. Due to the presence of participating securities, AbbVie calculates earnings per share (EPS) using the more dilutive of the treasury stock or the two-class method. For all periods presented, the two-class method was more dilutive.

The following table summarizes the impact of the two-class method:

(in millions, except per share data)	Three months ended March 31,		
	2025	2024	
<b>Basic EPS</b>			
Net earnings attributable to AbbVie Inc.	\$ 1,286	\$ 1,369	
Earnings allocated to participating securities	10	10	
Earnings available to common shareholders	\$ 1,276	\$ 1,359	
Weighted-average basic shares outstanding	1,768	1,769	
Basic earnings per share attributable to AbbVie Inc.	\$ 0.72	\$ 0.77	
<b>Diluted EPS</b>			
Net earnings attributable to AbbVie Inc.	\$ 1,286	\$ 1,369	
Earnings allocated to participating securities	10	10	
Earnings available to common shareholders	\$ 1,276	\$ 1,359	
Weighted-average shares of common stock outstanding	1,768	1,769	
Effect of dilutive securities	4	4	
Weighted-average diluted shares outstanding	1,772	1,773	
Diluted earnings per share attributable to AbbVie Inc.	\$ 0.72	\$ 0.77	

Certain shares issuable under stock-based compensation plans were excluded from the computation of EPS because the effect would have been antidilutive. The number of common shares excluded was insignificant for all periods presented.

## Note 4 Licensing, Acquisitions and Other Arrangements

### Acquisition of Nimble Therapeutics, Inc.

On January 23, 2025, AbbVie completed its acquisition of Nimble Therapeutics, Inc. (Nimble). Nimble is a biotechnology company dedicated to delivering on the promise of oral peptide therapeutics and its lead asset, an investigational oral peptide IL23R inhibitor, is in preclinical development for the treatment of psoriasis. The aggregate purchase price of \$288 million was comprised of a \$210 million upfront cash payment and \$78 million for the acquisition date fair value of contingent consideration liabilities, for which AbbVie may owe up to \$130 million in future payments upon achievement of certain development milestones. The transaction was accounted for as a business combination using the acquisition method of accounting. As of the acquisition date, AbbVie acquired \$118 million of intangible assets and resulted in the recognition of \$170 million of goodwill. Goodwill was calculated as the excess of the consideration transferred over the fair value of net assets recognized and represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized, including expected synergies related to enhancement of AbbVie's existing immunology discovery capabilities and development efforts. The goodwill is not deductible for tax purposes. Other assets acquired and liabilities assumed were insignificant.

### Acquisition of Cerevel Therapeutics Holdings, Inc.

On August 1, 2024, AbbVie completed its acquisition of Cerevel Therapeutics Holdings, Inc. (Cerevel Therapeutics). Cerevel Therapeutics is a clinical-stage biotechnology company focused on the discovery and development of differentiated therapies for neuroscience diseases. Cerevel Therapeutics neuroscience pipeline included multiple clinical-stage and preclinical candidates with the potential to treat several diseases including schizophrenia, Parkinson's disease and mood disorders. The total fair value of the consideration transferred to owners of Cerevel Therapeutics common stock was \$8.7 billion (\$8.3 billion, net of cash acquired). The acquisition of Cerevel Therapeutics was accounted for as a business combination using the acquisition method of accounting and the valuation of assets acquired and liabilities assumed was finalized during the three months ended March 31, 2025.

### Acquisition of ImmunoGen, Inc.

On February 12, 2024, AbbVie completed its acquisition of ImmunoGen, Inc. (ImmunoGen). ImmunoGen is a commercial-stage biotechnology company focused on the discovery, development and commercialization of antibody-drug conjugates (ADC) for cancer patients. ImmunoGen's oncology portfolio included its flagship cancer therapy Elahere, a first-in-class ADC approved for platinum-resistant ovarian cancer, and a pipeline of promising next-generation ADC's targeting hematologic malignancies and solid tumors. The total fair value of the consideration transferred to owners of ImmunoGen common stock was \$9.8 billion (\$9.2 billion, net of cash acquired). The acquisition of ImmunoGen was accounted for as a business combination using the acquisition method of accounting and the valuation of assets acquired and liabilities assumed was finalized during the three months ended December 31, 2024.

### Other Licensing & Acquisitions Activity

Cash outflows related to other acquisitions and investments totaled \$334 million for the three months ended March 31, 2025 and \$190 million for the three months ended March 31, 2024.

The following table summarizes acquired IPR&D and milestones expense:

(in millions)	Three months ended March 31,	
	2025	2024
Upfront charges	\$ 246	\$ 79
Development milestones	2	85
Acquired IPR&D and milestones	\$ 248	\$ 164

## Gubra A/S

Subsequent to March 31, 2025, AbbVie completed its previously announced licensing agreement with Gubra A/S. Under the terms of the agreement, AbbVie will receive an exclusive global license to develop and commercialize GUB014295 (ABBV-295), a long-acting amylin analog for the treatment of obesity. AbbVie made an upfront payment of \$350 million which will be recorded in acquired IPR&D and milestones expense in the condensed consolidated statement of earnings in the second quarter of 2025. AbbVie could make additional payments of up to \$1.9 billion upon achievement of certain development, regulatory and commercial milestones and pay tiered royalties.

AbbVie entered into several other individually insignificant collaborations, licensing agreements or other asset acquisitions in which the related upfront payments were recorded in acquired IPR&D and milestones expense.

## Note 5 Collaborations

The company has ongoing transactions with other entities through collaboration agreements. The following represent the significant collaboration agreements impacting the periods ended March 31, 2025 and 2024.

### Collaboration with Janssen Biotech, Inc.

In December 2011, Pharmacyclics, a wholly-owned subsidiary of AbbVie, entered into a worldwide collaboration and license agreement with Janssen Biotech, Inc. and its affiliates (Janssen), one of the Janssen Pharmaceutical companies of Johnson & Johnson, for the joint development and commercialization of Imbruvica, a novel, orally active, selective covalent inhibitor of Bruton's tyrosine kinase and certain compounds structurally related to Imbruvica, for oncology and other indications, excluding all immune and inflammatory mediated diseases or conditions and all psychiatric or psychological diseases or conditions, in the United States and outside the United States.

The collaboration provides Janssen with an exclusive license to commercialize Imbruvica outside of the United States and co-exclusively with AbbVie in the United States. Both parties are responsible for the development, manufacturing and marketing of any products generated as a result of the collaboration. The collaboration has no set duration or specific expiration date and provides for potential future development, regulatory and approval milestone payments of up to \$200 million to AbbVie. The collaboration also includes a cost sharing arrangement for associated collaboration activities. Except in certain cases, Janssen is responsible for approximately 60% of collaboration development costs and AbbVie is responsible for the remaining 40% of collaboration development costs.

In the United States, both parties have co-exclusive rights to commercialize the products; however, AbbVie is the principal in the end-customer product sales. AbbVie and Janssen share pre-tax profits and losses equally from the commercialization of products. Sales of Imbruvica are included in AbbVie's net revenues. Janssen's share of profits is included in AbbVie's cost of products sold. Other costs incurred under the collaboration are reported in their respective expense line items, net of Janssen's share.

Outside the United States, Janssen is responsible for and has exclusive rights to commercialize Imbruvica. AbbVie and Janssen share pre-tax profits and losses equally from the commercialization of products. AbbVie's share of profits is included in AbbVie's net revenues. Other costs incurred under the collaboration are reported in their respective expense line items, net of Janssen's share.

The following table shows the profit and cost sharing relationship between Janssen and AbbVie:

(in millions)	Three months ended March 31,	
	2025	2024
United States - Janssen's share of profits (included in cost of products sold)	\$ 247	\$ 283
International - AbbVie's share of profits (included in net revenues)	209	228
Global - AbbVie's share of other costs (included in respective line items)	25	42

AbbVie's receivable from Janssen, included in accounts receivable, net, was \$235 million at March 31, 2025 and \$237 million at December 31, 2024. AbbVie's payable to Janssen, included in accounts payable and accrued liabilities, was \$245 million at March 31, 2025 and \$282 million at December 31, 2024.

### Collaboration with Genentech, Inc.

AbbVie and Genentech, Inc. (Genentech), a member of the Roche Group, are parties to a collaboration and license agreement executed in 2007 to jointly research, develop and commercialize human therapeutic products containing BCL-2 inhibitors and certain other compound inhibitors which includes Venclexta, a BCL-2 inhibitor used to treat certain hematological malignancies. AbbVie

shares equally with Genentech all pre-tax profits and losses from the development and commercialization of Venclexta in the United States. AbbVie pays royalties on Venclexta net revenues outside the United States.

AbbVie manufactures and distributes Venclexta globally and is the principal in the end-customer product sales. Sales of Venclexta are included in AbbVie's net revenues. Genentech's share of United States profits is included in AbbVie's cost of products sold. AbbVie records sales and marketing costs associated with the United States collaboration as part of selling, general and administrative (SG&A) expenses and global development costs as part of research and development (R&D) expenses, net of Genentech's share. Royalties paid for Venclexta revenues outside the United States are also included in AbbVie's cost of products sold.

The following table shows the profit and cost sharing relationship between Genentech and AbbVie:

(in millions)	Three months ended March 31,	
	2025	2024
Genentech's share of profits, including royalties (included in cost of products sold)	\$ 242	\$ 227
AbbVie's share of sales and marketing costs from U.S. collaboration (included in SG&A)	10	9
AbbVie's share of development costs (included in R&D)	17	19

## Note 6 Goodwill and Intangible Assets

### Goodwill

The following table summarizes the changes in the carrying amount of goodwill:

(in millions)		
Balance as of December 31, 2024	\$	34,956
Additions <sup>(a)</sup>		170
Foreign currency translation adjustments		159
Balance as of March 31, 2025	\$	35,285

(a) Goodwill additions related to the acquisition of Nimble (see Note 4).

The company performs its annual goodwill impairment assessment in the third quarter, or earlier if impairment indicators exist. As of March 31, 2025, there were no accumulated goodwill impairment losses.

### Intangible Assets, Net

The following table summarizes intangible assets:

(in millions)	March 31, 2025			December 31, 2024		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangible assets						
Developed product rights	\$ 81,638	\$ (29,981)	\$ 51,657	\$ 81,428	\$ (28,253)	\$ 53,175
License agreements	8,352	(6,811)	1,541	8,315	(6,624)	1,691
Total definite-lived intangible assets	89,990	(36,792)	53,198	89,743	(34,877)	54,866
Indefinite-lived intangible assets	5,291	—	5,291	5,202	—	5,202
Total intangible assets, net	\$ 95,281	\$ (36,792)	\$ 58,489	\$ 94,945	\$ (34,877)	\$ 60,068

### Definite-Lived Intangible Assets

Amortization expense was \$1.9 billion for the three months ended March 31, 2025 and 2024. Amortization expense was included in cost of products sold in the condensed consolidated statements of earnings.

### Indefinite-Lived Intangible Assets

Indefinite-lived intangible assets represent acquired IPR&D associated with products that have not yet received regulatory approval. The company performs its annual impairment assessment of indefinite-lived intangible assets in the third quarter, or earlier if impairment indicators exist.

### Note 7 Restructuring Plans

AbbVie continuously evaluates its operations to identify opportunities to optimize its manufacturing and R&D operations, commercial infrastructure and administrative costs and to respond to changes in its business environment. As a result, AbbVie management periodically approves individual restructuring plans to achieve these objectives. As of March 31, 2025 and 2024, no such plans were individually significant. Restructuring charges were \$17 million for the three months ended March 31, 2025 and \$15 million for the three months ended March 31, 2024. These charges are recorded in cost of products sold, R&D expense and SG&A expense in the condensed consolidated statements of earnings based on the classification of the affected employees or the related operations.

The following table summarizes the cash activity in the restructuring reserve for the three months ended March 31, 2025:

(in millions)	
Accrued balance as of December 31, 2024	\$ 236
Restructuring charges	12
Payments and other adjustments	(18)
Accrued balance as of March 31, 2025	\$ 230

### Note 8 Financial Instruments and Fair Value Measures

#### Risk Management Policy

See Note 11 to the company's Annual Report on Form 10-K for the year ended December 31, 2024 for a summary of AbbVie's risk management policy and use of derivative instruments.

#### Financial Instruments

Various AbbVie foreign subsidiaries enter into foreign currency forward exchange contracts to manage exposures to changes in foreign exchange rates for anticipated intercompany transactions denominated in a currency other than the functional currency of the local entity. These contracts, with notional amounts totaling \$1.7 billion at March 31, 2025 and \$1.9 billion at December 31, 2024, are designated as cash flow hedges and are recorded at fair value. The durations of these forward exchange contracts were generally less than 18 months. Accumulated gains and losses as of March 31, 2025 are reclassified from accumulated other comprehensive income (loss) (AOCI) and included in cost of products sold at the time the products are sold, generally not exceeding six months from the date of settlement.

The company also enters into foreign currency forward exchange contracts to manage its exposure to foreign currency denominated trade payables and receivables and intercompany loans. These contracts are not designated as hedges and are recorded at fair value. Resulting gains or losses are reflected in net foreign exchange loss in the condensed consolidated statements of earnings and are generally offset by losses or gains on the foreign currency exposure being managed. These contracts had notional amounts totaling \$6.6 billion at March 31, 2025 and \$5.9 billion at December 31, 2024.

The company also uses foreign currency forward exchange contracts or foreign currency denominated debt to hedge its net investments in certain foreign subsidiaries and affiliates. The company had an aggregate principal amount of senior Euro notes designated as net investment hedges of €3.1 billion at March 31, 2025 and December 31, 2024. In addition, the company had foreign currency forward exchange contracts designated as net investment hedges with notional amounts totaling €6.5 billion, SEK1.9 billion, CAD500 million and CHF80 million at March 31, 2025 and €6.2 billion, SEK1.4 billion, CAD500 million and CHF50 million at December 31, 2024. The company uses the spot method of assessing hedge effectiveness for derivative instruments designated as net investment hedges. Realized and unrealized gains and losses from these hedges are included in AOCI and the initial fair value of hedge components excluded from the assessment of effectiveness is recognized in interest expense, net over the life of the hedging instrument.

The company is a party to interest rate swap contracts designated as fair value hedges with notional amounts totaling \$3.5 billion at March 31, 2025 and December 31, 2024. The effect of the hedge contracts is to change a fixed-rate interest obligation to a floating rate for that portion of the debt. AbbVie records the contracts at fair value and adjusts the carrying amount of the fixed-rate debt by an offsetting amount.

No amounts are excluded from the assessment of effectiveness for cash flow hedges or fair value hedges.

The following table summarizes the amounts and location of AbbVie's derivative instruments on the condensed consolidated balance sheets:

(in millions)	Fair value – Derivatives in asset position			Fair value – Derivatives in liability position		
	Balance sheet caption	March 31, 2025	December 31, 2024	Balance sheet caption	March 31, 2025	December 31, 2024
Foreign currency forward exchange contracts						
Designated as cash flow hedges	Prepaid expenses and other \$	48 \$	119	Accounts payable and accrued liabilities \$	1 \$	5
Designated as cash flow hedges	Other assets	1	—	Other long-term liabilities	—	—
Designated as net investment hedges	Prepaid expenses and other	2	4	Accounts payable and accrued liabilities	43	—
Designated as net investment hedges	Other assets	20	148	Other long-term liabilities	35	—
Not designated as hedges	Prepaid expenses and other	16	42	Accounts payable and accrued liabilities	38	30
Interest rate swap contracts						
Designated as fair value hedges	Other assets	43	—	Other long-term liabilities	135	231
Total derivatives		\$ 130 \$	313		\$ 252 \$	266

While certain derivatives are subject to netting arrangements with the company's counterparties, the company does not offset derivative assets and liabilities within the condensed consolidated balance sheets.

The following table presents the pre-tax amounts of gains (losses) from derivative instruments recognized in other comprehensive income (loss):

(in millions)	Three months ended March 31,	
	2025	2024
Foreign currency forward exchange contracts		
Designated as cash flow hedges	\$ (19)	\$ 55
Designated as net investment hedges	(193)	134

Assuming market rates remain constant through contract maturities, the company expects to reclassify pre-tax gains of \$105 million into cost of products sold for foreign currency cash flow hedges and pre-tax gains of \$21 million into interest expense, net for other cash flow hedges during the next 12 months.

Related to AbbVie's non-derivative, foreign currency denominated debt designated as net investment hedges, the company recognized in other comprehensive income (loss) pre-tax losses of \$133 million for the three months ended March 31, 2025 and pre-tax gains of \$157 million for the three months ended March 31, 2024.

The following table summarizes the pre-tax amounts and location of derivative instrument net gains (losses) recognized in the condensed consolidated statements of earnings, including the net gains (losses) reclassified out of AOCI into net earnings. See Note 10 for the amount of net gains (losses) reclassified out of AOCI.

(in millions)	Statement of earnings caption	Three months ended March 31,	
		2025	2024
Foreign currency forward exchange contracts			
Designated as cash flow hedges	Cost of products sold	\$ (1)	\$ 12
Designated as net investment hedges	Interest expense, net	34	27
Not designated as hedges	Net foreign exchange loss	(29)	(18)
Interest rate swap contracts			
Designated as fair value hedges	Interest expense, net	55	(65)
Debt designated as hedged item in fair value hedges	Interest expense, net	(55)	65
Other	Interest expense, net	5	6

#### Fair Value Measures

The fair value hierarchy consists of the following three levels:

- Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets that the company has the ability to access;
- Level 2 – Valuations based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuations in which all significant inputs are observable in the market; and
- Level 3 – Valuations using significant inputs that are unobservable in the market and include the use of judgment by the company's management about the assumptions market participants would use in pricing the asset or liability.

The following table summarizes the bases used to measure certain assets and liabilities carried at fair value on a recurring basis on the condensed consolidated balance sheet as of March 31, 2025:

(in millions)	Total	Basis of fair value measurement		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets</b>				
Cash and equivalents	\$ 5,175	\$ 4,834	\$ 341	\$ —
Money market funds and time deposits	10	—	10	—
Debt securities	36	—	36	—
Equity securities	85	54	31	—
Interest rate swap contracts	43	—	43	—
Foreign currency contracts	87	—	87	—
<b>Total assets</b>	<b>\$ 5,436</b>	<b>\$ 4,888</b>	<b>\$ 548</b>	<b>\$ —</b>
<b>Liabilities</b>				
Interest rate swap contracts	\$ 135	\$ —	\$ 135	\$ —
Foreign currency contracts	117	—	117	—
Financing liability	332	—	—	332
Contingent consideration	22,713	—	—	22,713
<b>Total liabilities</b>	<b>\$ 23,297</b>	<b>\$ —</b>	<b>\$ 252</b>	<b>\$ 23,045</b>

The following table summarizes the bases used to measure certain assets and liabilities carried at fair value on a recurring basis on the condensed consolidated balance sheet as of December 31, 2024:

(in millions)	Total	Basis of fair value measurement		
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Assets</b>				
Cash and equivalents	\$ 5,524	\$ 5,179	\$ 345	\$ —
Money market funds and time deposits	10	—	10	—
Debt securities	33	—	33	—
Equity securities	98	70	28	—
Foreign currency contracts	313	—	313	—
<b>Total assets</b>	<b>\$ 5,978</b>	<b>\$ 5,249</b>	<b>\$ 729</b>	<b>\$ —</b>
<b>Liabilities</b>				
Interest rate swap contracts	\$ 231	\$ —	\$ 231	\$ —
Foreign currency contracts	35	—	35	—
Financing liability	328	—	—	328
Contingent consideration	21,666	—	—	21,666
<b>Total liabilities</b>	<b>\$ 22,260</b>	<b>\$ —</b>	<b>\$ 266</b>	<b>\$ 21,994</b>

Money market funds and time deposits are valued using relevant observable market inputs including quoted prices for similar assets and interest rate curves. Equity securities primarily consist of investments for which the fair values were determined by using the published market prices per unit multiplied by the number of units held, without consideration of transaction costs. The derivatives entered into by the company were valued using observable market inputs including published interest rate curves and both forward and spot prices for foreign currencies.

The financing liability is related to financing arrangements which the company elected to account for in accordance with the fair value option, as permitted under ASC 825 *Financial Instruments*. The fair value measurement of the financing liability was determined based on significant unobservable inputs. Potential payments are estimated by applying a probability-weighted expected payment model, which are then discounted to present value. Changes to the fair value of the financing liability can result from changes to one or a number of inputs, including discount rates, estimated probabilities and timing of achieving milestones and estimated amounts of future sales. The change in fair value recognized in net earnings is recorded in other expense, net in the condensed consolidated statements of earnings and the change in fair value attributable to instrument-specific credit risk is recognized in other comprehensive income (loss). Changes in fair value recognized in other expense, net and other comprehensive income (loss) for the three months ended March 31, 2025 were insignificant.

The fair value measurements of the contingent consideration liabilities were determined based on significant unobservable inputs, including the discount rate, estimated probabilities and timing of achieving specified development, regulatory and commercial milestones and the estimated amount of future sales of the acquired products. The potential contingent consideration payments are estimated by applying a probability-weighted expected payment model for contingent milestone payments and a Monte Carlo simulation model for contingent royalty payments, which are then discounted to present value. Changes to the fair value of the contingent consideration liabilities can result from changes to one or a number of inputs, including discount rates, the probabilities of achieving the milestones, the time required to achieve the milestones and estimated future sales. Significant judgment is employed in determining the appropriateness of certain of these inputs. Changes to the inputs described above could have a material impact on the company's financial position and results of operations in any given period.

The fair value of the company's contingent consideration liabilities was calculated using the following significant unobservable inputs:

	March 31, 2025		December 31, 2024	
	Range	Weighted average <sup>(a)</sup>	Range	Weighted average <sup>(a)</sup>
Discount rate	4.2% - 4.9%	4.5%	4.6% - 5.2%	4.8%
Probability of payment for royalties by indication		100%	100%	100%
Projected year of payments	2025 - 2034	2029	2025 - 2034	2029

(a) Unobservable inputs were weighted by the relative fair value of the contingent consideration liabilities.

There have been no transfers of assets or liabilities into or out of Level 3 of the fair value hierarchy. The following table presents the changes in fair value of total contingent consideration liabilities which are measured using Level 3 inputs:

(in millions)	Three months ended March 31,	
	2025	2024
Beginning balance	\$ 21,666	\$ 19,890
Additions <sup>(a)</sup>	78	—
Change in fair value recognized in net earnings	1,518	660
Payments	(549)	(391)
Ending balance	\$ 22,713	\$ 20,159

(a) Additions during the three months ended March 31, 2025, represent contingent consideration liabilities related to the Nimble acquisition.

The change in fair value recognized in net earnings is recorded in other expense, net in the condensed consolidated statements of earnings.

Certain financial instruments are carried at historical cost or some basis other than fair value. The book values, approximate fair values and bases used to measure the approximate fair values of certain financial instruments as of March 31, 2025 are shown in the table below:

(in millions)	Book value	Approximate fair value	Basis of fair value measurement		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Liabilities</b>					
Short-term borrowings	\$ 1,593	\$ 1,593	\$ —	\$ 1,593	\$ —
Current portion of long-term debt and finance lease obligations, excluding fair value hedges	3,767	3,765	3,748	17	—
Long-term debt and finance lease obligations, excluding fair value hedges and financing liability	64,350	60,904	58,486	2,418	—
Total liabilities	\$ 69,710	\$ 66,262	\$ 62,234	\$ 4,028	\$ —

The book values, approximate fair values and bases used to measure the approximate fair values of certain financial instruments as of December 31, 2024 are shown in the table below:

(in millions)	Book value	Approximate fair value	Basis of fair value measurement		
			Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
<b>Liabilities</b>					
Current portion of long-term debt and finance lease obligations, excluding fair value hedges	\$ 6,797	\$ 6,767	\$ 6,620	\$ 147	\$ —
Long-term debt and finance lease obligations, excluding fair value hedges and financing liability	60,243	55,836	53,441	2,395	—
<b>Total liabilities</b>	<b>\$ 67,040</b>	<b>\$ 62,603</b>	<b>\$ 60,061</b>	<b>\$ 2,542</b>	<b>\$ —</b>

AbbVie also holds investments in equity securities that do not have readily determinable fair values. The company records these investments at cost and remeasures them to fair value based on certain observable price changes or impairment events as they occur. The carrying amount of these investments was \$157 million as of March 31, 2025 and \$169 million as of December 31, 2024. No significant cumulative upward or downward adjustments have been recorded for these investments as of March 31, 2025.

#### Concentrations of Risk

Of total net accounts receivable, three U.S. wholesalers accounted for 81% as of March 31, 2025 and December 31, 2024, and substantially all of AbbVie's pharmaceutical product net revenues in the United States were to these three wholesalers.

#### Debt and Credit Facilities

##### Issuance and Repayment of Long-Term Debt

In February 2025, the company issued \$4.0 billion aggregate principal amount of unsecured senior notes. The following table summarizes the issued debt:

(in millions)		
<b>Senior Notes</b>		
4.65% Senior Notes due 2028		\$ 1,250
4.875% Senior Notes due 2030		1,000
5.20% Senior Notes due 2035		1,000
5.60% Senior Notes due 2055		750
<b>Total debt issued</b>		<b>\$ 4,000</b>

The notes are unsecured, unsubordinated obligations of AbbVie and will rank equally in right of payment with all of AbbVie's existing and future unsecured, unsubordinated indebtedness, liabilities and other obligations. AbbVie may redeem the fixed-rate senior notes prior to maturity at a redemption price equal to the greater of the principal amount or the sum of present values of the remaining scheduled payments of principal and interest plus a make-whole premium. AbbVie may also redeem the fixed-rate senior notes at par between one and six months prior to maturity.

In March 2025, the company repaid \$3.0 billion aggregate principal of 3.80% senior notes at maturity.

##### Short-Term Borrowings

Short-term borrowings included commercial paper borrowings of \$1.6 billion as of March 31, 2025 and there were no amounts outstanding as of December 31, 2024. The weighted-average interest rate on commercial paper borrowings was 4.59% for the three months ended March 31, 2025 and 5.54% for the three months ended March 31, 2024.

Subsequent to March 31, 2025, the company entered into a \$4.0 billion 364-day term loan credit agreement. No amounts were borrowed under the term loan credit agreement as of the date of filing of this Quarterly Report on Form 10-Q.

In January 2025, AbbVie entered into a new \$3.0 billion five-year revolving credit facility that matures in January 2030 which is in addition to the existing \$5.0 billion five-year revolving credit facility that matures in March 2028. The revolving credit facilities are available to support AbbVie's commercial paper program and enable the company to borrow funds to meet liquidity requirements on an unsecured basis at variable interest rates and contain various covenants. At March 31, 2025, the company was in compliance with all covenants, and commitment fees under the credit facility were insignificant. No amounts were outstanding under the company's credit facilities as of March 31, 2025 and December 31, 2024.

#### Financing Related to ImmunoGen and Cerevel Therapeutics Acquisitions

In connection with the acquisitions of ImmunoGen and Cerevel Therapeutics, in February 2024, the company issued \$15.0 billion aggregate principal amount of unsecured senior notes. The notes are unsecured, unsubordinated obligations of AbbVie and will rank equally in right of payment with all of AbbVie's existing and future unsecured, unsubordinated indebtedness, liabilities and other obligations. AbbVie may redeem the fixed-rate senior notes prior to maturity at a redemption price equal to the greater of the principal amount or the sum of present values of the remaining scheduled payments of principal and interest on the fixed-rate senior notes to be redeemed plus a make-whole premium. AbbVie may also redeem the fixed-rate senior notes at par between one and six months prior to maturity. In connection with the offering, debt issuance costs incurred totaled \$99 million and debt discounts totaled \$37 million, which are being amortized over the respective terms of the notes to interest expense, net in the condensed consolidated statements of earnings.

AbbVie used the net proceeds received from the issuance of the notes to finance the acquisition of ImmunoGen, repay its term-loan, repay commercial paper borrowings, pay fees and expenses in respect of the foregoing, finance general corporate purposes and, together with cash on hand, fund AbbVie's acquisition of Cerevel Therapeutics.

In December 2023, AbbVie entered into a \$9.0 billion 364-day bridge credit agreement and \$5.0 billion 364-day term loan credit agreement. In February 2024, AbbVie borrowed and repaid \$5.0 billion under the term loan credit agreement. Interest charged on this borrowing was based on Secured Overnight Financing Rate Reference Rate (SOFR) +0.975% with an effective interest rate of 6.29%. Subsequent to the \$15.0 billion issuance of senior notes, AbbVie terminated both the bridge and term loan credit agreements in the first quarter of 2024. In February 2024, concurrent with the ImmunoGen acquisition, the company assumed and repaid an ImmunoGen senior secured term loan at a fair value of \$99 million.

## Note 9 Post-Employment Benefits

The following table summarizes net periodic benefit cost relating to the company's defined benefit and other post-employment plans:

(in millions)	Defined benefit plans		Other post-employment plans	
	Three months ended March 31,		Three months ended March 31,	
	2025	2024	2025	2024
Service cost	\$ 63	\$ 72	\$ 10	\$ 11
Interest cost	117	113	11	10
Expected return on plan assets	(206)	(197)	—	—
Amortization of prior service credit	—	—	(9)	(9)
Amortization of actuarial loss	6	13	2	4
Net periodic benefit cost (credit)	\$ (20)	\$ 1	\$ 14	\$ 16

The components of net periodic benefit cost other than service cost are included in other expense, net in the condensed consolidated statements of earnings.

## Note 10 Equity

### Stock-Based Compensation

Stock-based compensation expense is principally related to awards issued pursuant to the AbbVie 2013 Incentive Stock Program and the AbbVie Amended and Restated 2013 Incentive Stock Program and is summarized as follows:

(in millions)	Three months ended March 31,			
	2025		2024	
Cost of products sold	\$	22	\$	22
Research and development		160		133
Selling, general and administrative		228		193
Pre-tax compensation expense		410		348
Tax benefit		70		60
After-tax compensation expense	\$	340	\$	288

In addition to stock-based compensation expense included in the table above and in connection with the acquisition of ImmunoGen, AbbVie incurred cash-settled, post-closing expense for ImmunoGen employee incentive awards, which is summarized in the table below:

(in millions)	Three months ended March 31, 2024	
Cost of products sold	\$	31
Research and development		126
Selling, general and administrative		192
Total post-closing cash settled expense	\$	349

### Stock Options

During the three months ended March 31, 2025, primarily in connection with the company's annual grant, AbbVie granted 0.6 million stock options with a weighted-average grant-date fair value of \$38.39. As of March 31, 2025, \$12 million of unrecognized compensation cost related to stock options is expected to be recognized as expense over approximately the next two years.

### RSUs and Performance Shares

During the three months ended March 31, 2025, primarily in connection with the company's annual grant, AbbVie granted 4.7 million RSUs and performance shares with a weighted-average grant-date fair value of \$193.46. As of March 31, 2025, \$1.1 billion of unrecognized compensation cost related to RSUs and performance shares is expected to be recognized as expense over approximately the next two years.

### Cash Dividends

The following table summarizes quarterly cash dividends declared during 2025 and 2024:

2025			2024		
Date Declared	Payment Date	Dividend Per Share	Date Declared	Payment Date	Dividend Per Share
02/13/25	05/15/25	\$ 1.64	10/30/24	02/14/25	\$ 1.64
			09/06/24	11/15/24	\$ 1.55
			06/21/24	08/15/24	\$ 1.55
			02/15/24	05/15/24	\$ 1.55

### Stock Repurchase Program

The company's stock repurchase authorization permits purchases of AbbVie shares from time to time in open-market or private transactions at management's discretion. The program has no time limit and can be discontinued at any time. Shares repurchased under this program are recorded at acquisition cost, including related expenses, and are available for general corporate purposes.

On February 16, 2023, AbbVie's board of directors authorized a \$5.0 billion increase to the existing stock repurchase authorization. AbbVie repurchased 3 million shares for \$606 million during the three months ended March 31, 2025 and 5 million shares for \$959 million during the three months ended March 31, 2024. AbbVie's remaining stock repurchase authorization was approximately \$2.9 billion as of March 31, 2025.

#### Accumulated Other Comprehensive Loss

The following table summarizes the changes in each component of accumulated other comprehensive loss, net of tax, for the three months ended March 31, 2025:

(in millions)	Foreign currency translation adjustments	Net investment hedging activities	Pension and post- employment benefits	Cash flow hedging activities	Total
Balance as of December 31, 2024	\$ (2,114)	\$ 549	\$ (664)	\$ 304	\$ (1,925)
Other comprehensive income (loss) before reclassifications	487	(256)	(1)	(17)	213
Net gains reclassified from accumulated other comprehensive loss	—	(27)	(1)	(2)	(30)
Net current-period other comprehensive income (loss)	487	(283)	(2)	(19)	183
Balance as of March 31, 2025	\$ (1,627)	\$ 266	\$ (666)	\$ 285	\$ (1,742)

Other comprehensive income for the three months ended March 31, 2025 included foreign currency translation adjustments totaling a gain of \$487 million principally due to the impact of the strengthening of the Euro on the translation of the company's Euro-denominated assets and the offsetting impact of net investment hedging activities totaling a loss of \$283 million.

The following table summarizes the changes in each component of accumulated other comprehensive loss, net of tax, for the three months ended March 31, 2024:

(in millions)	Foreign currency translation adjustments	Net investment hedging activities	Pension and post- employment benefits	Cash flow hedging activities	Total
Balance as of December 31, 2023	\$ (1,106)	\$ 65	\$ (1,488)	\$ 224	\$ (2,305)
Other comprehensive income (loss) before reclassifications	(396)	228	3	44	(121)
Net losses (gains) reclassified from accumulated other comprehensive loss	—	(21)	7	(14)	(28)
Net current-period other comprehensive income (loss)	(396)	207	10	30	(149)
Balance as of March 31, 2024	\$ (1,502)	\$ 272	\$ (1,478)	\$ 254	\$ (2,454)

Other comprehensive loss for the three months ended March 31, 2024 included foreign currency translation adjustments totaling a loss of \$396 million principally due to the impact of the weakening of the Euro on the translation of the company's Euro-denominated assets and the offsetting impact of net investment hedging activities totaling a gain of \$207 million.

The following table presents the impact on AbbVie's condensed consolidated statements of earnings for significant amounts reclassified out of each component of accumulated other comprehensive loss:

(in millions) (brackets denote gains)	Three months ended March 31,	
	2025	2024
<b>Net investment hedging activities</b>		
Gains on derivative amount excluded from effectiveness testing <sup>(a)</sup>	\$ (34)	\$ (27)
Tax expense	7	6
<b>Total reclassifications, net of tax</b>	<b>\$ (27)</b>	<b>\$ (21)</b>
<b>Pension and post-employment benefits</b>		
Amortization of actuarial losses (gains) and other <sup>(b)</sup>	\$ (1)	\$ 8
Tax benefit	—	(1)
<b>Total reclassifications, net of tax</b>	<b>\$ (1)</b>	<b>\$ 7</b>
<b>Cash flow hedging activities</b>		
Losses (gains) on foreign currency forward exchange contracts <sup>(c)</sup>	\$ 1	\$ (12)
Other <sup>(a)</sup>	(5)	(6)
Tax expense	2	4
<b>Total reclassifications, net of tax</b>	<b>\$ (2)</b>	<b>\$ (14)</b>

(a) Amounts are included in interest expense, net (see Note 8).

(b) Amounts are included in the computation of net periodic benefit cost (see Note 9).

(c) Amounts are included in cost of products sold (see Note 8).

### Note 11 Income Taxes

The effective tax rate was 22% for the three months ended March 31, 2025 and 2024. The effective tax rate in each period differed from the U.S. statutory tax rate of 21% principally due to the impact of foreign operations which reflects the impact of lower income tax rates in locations outside the United States, changes in fair value of contingent consideration and business development activities.

### Note 12 Legal Proceedings and Contingencies

AbbVie is subject to contingencies, such as various claims, legal proceedings and investigations regarding product liability, intellectual property, commercial, securities and other matters that arise in the normal course of business. Loss contingency provisions are recorded for probable losses at management's best estimate of a loss, or when a best estimate cannot be made, a minimum loss contingency amount within a probable range is recorded. The recorded accrual balance for litigation was approximately \$1.8 billion as of March 31, 2025 and \$2.5 billion as of December 31, 2024. For litigation matters discussed below for which a loss is probable or reasonably possible, the company is unable to estimate the possible loss or range of loss, if any, beyond the amounts accrued. Initiation of new legal proceedings or a change in the status of existing proceedings may result in a change in the estimated loss accrued by AbbVie. While it is not feasible to predict the outcome of all proceedings and exposures with certainty, management believes that their ultimate disposition should not have a material adverse effect on AbbVie's consolidated financial position, results of operations or cash flows.

Subject to certain exceptions specified in the separation agreement by and between Abbott Laboratories (Abbott) and AbbVie, AbbVie assumed the liability for, and control of, all pending and threatened legal matters related to its business, including liabilities for any claims or legal proceedings related to products that had been part of its business, but were discontinued prior to the distribution, as well as assumed or retained liabilities, and will indemnify Abbott for any liability arising out of or resulting from such assumed legal matters.

#### Antitrust Litigation

Lawsuits are pending against AbbVie and others generally alleging that the 2005 patent litigation settlement involving Niaspan entered into between Kos Pharmaceuticals, Inc. (a company acquired by Abbott in 2006 and presently a subsidiary of AbbVie) and a

generic company violated federal and state antitrust laws and state unfair and deceptive trade practices and unjust enrichment laws. Plaintiffs generally seek monetary damages and/or injunctive relief and attorneys' fees. The lawsuits pending in federal court consist of six individual plaintiff lawsuits and a certified class action by Niaspan direct purchasers. The cases are pending in the United States District Court for the Eastern District of Pennsylvania for coordinated or consolidated pre-trial proceedings under the federal multi-district litigation (MDL) Rules as In re: Niaspan Antitrust Litigation, MDL No. 2460. In October 2016, the Orange County, California District Attorney's Office filed a lawsuit on behalf of the State of California regarding the Niaspan patent litigation settlement in Orange County Superior Court, asserting a claim under the unfair competition provision of the California Business and Professions Code seeking injunctive relief, restitution, civil penalties and attorneys' fees.

In November 2022, the State of Oregon filed a lawsuit in the Multnomah County, Oregon Circuit Court, alleging that 2011 patent litigation by Abbott with a generic company regarding AndroGel was sham litigation and the settlement of that litigation violated state antitrust law. Oregon also brought a claim under the Oregon False Claims Act, which the court dismissed on October 31, 2024. In March 2025, the court approved the parties' settlement of this matter.

#### **Government Proceedings**

Lawsuits are pending against Allergan and several other manufacturers generally alleging that they improperly promoted and sold prescription opioid products. Approximately 430 lawsuits are pending against Allergan in federal and state courts. Most of the federal court lawsuits are consolidated for pre-trial purposes in the United States District Court for the Northern District of Ohio under the MDL rules as In re: National Prescription Opiate Litigation, MDL No. 2804. Approximately 30 of the lawsuits are pending in various state courts. The plaintiffs in these lawsuits, which include states, counties, cities, other municipal entities, Native American tribes, union trust funds and other third-party payors, private hospitals and personal injury claimants, generally seek compensatory and punitive damages. Of these approximately 430 lawsuits, approximately 25 of them are brought by states, counties, cities, and other municipal entities, approximately 5 of which are in the process of being dismissed pursuant to the previously announced settlement. Another approximately 45 of the approximately 430 lawsuits are in the process of being dismissed pursuant to class settlement between Allergan and a class of acute care hospitals, which received final court approval in March 2025.

In March 2023, AbbVie Inc. filed a petition in the United States Tax Court, AbbVie Inc. and Subsidiaries v. Commissioner of Internal Revenue. The petition disputes the Internal Revenue Service determination concerning a \$572 million income tax benefit recorded in 2014 related to a payment made to a third party for the termination of a proposed business combination.

#### **Shareholder and Securities Litigation**

In October 2018, a federal securities lawsuit, Holwill v. AbbVie Inc., et al., was filed in the United States District Court for the Northern District of Illinois against AbbVie, its former chief executive officer and former chief financial officer, alleging that reasons stated for Humira sales growth in financial filings between 2013 and 2018 were misleading because they omitted alleged misconduct in connection with Humira patient and reimbursement support services and other services and items of value that allegedly induced Humira prescriptions. In September 2021, the court granted plaintiffs' motion to certify a class.

#### **Product Liability and General Litigation**

In April 2023, a putative class action lawsuit, Camargo v. AbbVie Inc., was filed in the United States District Court for the Northern District of Illinois on behalf of Humira patients who paid for Humira based on its list price or who, after losing insurance coverage, discontinued Humira because they could not pay based on its list price, alleging that Humira's list price is excessive in violation of multiple states' unfair and deceptive trade practices statutes. The plaintiff generally seeks monetary damages, injunctive relief, and attorneys' fees.

In 2018, a qui tam lawsuit, U.S. ex rel. Silbersher v. Allergan Inc., et al., was filed in the United States District Court for the Northern District of California against several Allergan entities and others, alleging that their conduct before the U.S. Patent Office resulted in false claims for payment being made to federal and state healthcare payors for Namenda XR and Namzaric. The plaintiff-relator sought damages and attorneys' fees under the federal False Claims Act and state law analogues. The federal government and state governments declined to intervene in the lawsuit. In March 2023, the court granted Allergan's motion to dismiss, dismissing plaintiff-relator's federal law claims with prejudice and state law claims without prejudice. In January 2025, the United States Court of Appeals for the Ninth Circuit affirmed that dismissal.

Lawsuits are pending against various Allergan entities in the United States and other countries including Brazil, Canada, South Korea, and the Netherlands, in which plaintiffs generally allege that they developed, or may develop, breast implant-associated anaplastic large cell lymphoma (ALCL) or other injuries from Allergan's Biocell® textured breast implants, which were voluntarily withdrawn from worldwide markets in 2019. Approximately 145 ALCL lawsuits and 1,260 other lawsuits are coordinated for pre-trial purposes in the United States District Court for the District of New Jersey under the MDL rules as In re: Allergan Biocell Textured Breast Implant

Product Liability Litigation, MDL No. 2921. Approximately 75 ALCL lawsuits and 475 other lawsuits are pending in various state courts. Approximately 60 ALCL and 1,000 other lawsuits are pending in other countries. Plaintiffs generally seek monetary damages, medical monitoring, and attorneys' fees.

In January 2025, a putative class action lawsuit, Sheet Metal Workers' Health Plan of Southern California, Arizona, and Nevada v. AbbVie Inc., was filed in the United States District Court for the Northern District of Illinois on behalf of third-party payors of Humira, alleging that AbbVie's rebating practices are impairing biosimilar competition with Humira in violation of federal and state antitrust laws. The plaintiff generally seeks monetary damages, injunctive relief and attorneys' fees.

#### **Intellectual Property Litigation**

AbbVie Inc. is seeking to enforce patent rights relating to upadacitinib (a drug sold under the trademark Rinvoq). Litigation was filed in the United States District Court for the District of Delaware in November 2023 against Hetero USA, Inc., Hetero Labs Limited, Hetero Labs Limited Unit-V, Aurobindo Pharma USA, Inc., Aurobindo Pharma Ltd., Sandoz, Inc., Sandoz Private Limited, Sandoz GMBH, and Sun Pharmaceutical Industries, Ltd. AbbVie alleges defendants' proposed generic upadacitinib products infringe certain patents and seeks declaratory and injunctive relief.

AbbVie Inc. is seeking to enforce patent rights related to ubrogepant (a drug sold under the trademark Ubrovelvy). Litigation was filed in the United States District Court for the District of New Jersey in March 2024 against Aurobindo Pharma U.S.A., Inc., Aurobindo Pharma Limited, and Apitoria Pharma Private Limited; Zydus Pharmaceuticals (USA) Inc. and Zydus Lifesciences Limited; MSN Pharmaceuticals Inc., MSN Laboratories Private Limited, and MSN Life Sciences Private Limited; and Hetero USA Inc., Hetero Labs Limited Unit-III, and Hetero Labs Limited. AbbVie alleges defendants' proposed generic ubrogepant products infringe certain patents and seeks declaratory and injunctive relief. Merck Sharp & Dohme LLC, which exclusively licenses certain patents to AbbVie, is a co-plaintiff in the litigation.

## Note 13 Segment Information

AbbVie operates as a single global business segment dedicated to the research and development, manufacturing, commercialization and sale of innovative medicines and therapies. This operating structure enables the Chief Executive Officer, as chief operating decision maker (CODM), to allocate resources and assess business performance on a global basis in order to achieve established long-term strategic goals. Consistent with this structure, a global research and development and supply chain organization is responsible for the discovery, manufacturing and supply of products. Commercial efforts that coordinate the marketing, sales and distribution of these products are organized by geographic region or therapeutic area. All of these activities are supported by a global corporate administrative staff. The determination of a single business segment is consistent with the consolidated financial information regularly reviewed by the CODM for purposes of assessing performance, allocating resources and planning and forecasting future periods.

The CODM regularly reviews net revenues, net earnings and significant segment expenses and uses net earnings as its principal measure of segment profit or loss. Net earnings and significant segment expenses reviewed by CODM are reported on the condensed consolidated statements of earnings for the periods ended March 31, 2025 and 2024. The CODM uses net earnings as its principal measure of segment profit or loss to compare past financial performance with current performance and analyze underlying business performance and trends. The CODM does not use segment assets to make decisions regarding resources; therefore, the total asset disclosure has not been included.

The following table details AbbVie's worldwide net revenues:

(in millions)		Three months ended	
		March 31,	
		2025	2024
<b>Immunology</b>			
Skyrizi	United States	\$ 2,919	\$ 1,656
	International	506	352
	Total	\$ 3,425	\$ 2,008
Rinvoq	United States	\$ 1,220	\$ 725
	International	498	368
	Total	\$ 1,718	\$ 1,093
Humira	United States	\$ 744	\$ 1,771
	International	377	499
	Total	\$ 1,121	\$ 2,270
<b>Neuroscience</b>			
Vraylar	United States	\$ 763	\$ 692
	International	2	2
	Total	\$ 765	\$ 694
Botox Therapeutic	United States	\$ 723	\$ 611
	International	143	137
	Total	\$ 866	\$ 748
Ubrovelvy	United States	\$ 233	\$ 197
	International	7	6
	Total	\$ 240	\$ 203
Qulipta	United States	\$ 172	\$ 128
	International	21	3
	Total	\$ 193	\$ 131
Vyalev	United States	\$ 6	\$ —
	International	57	9
	Total	\$ 63	\$ 9
Duodopa	United States	\$ 20	\$ 25
	International	76	90
	Total	\$ 96	\$ 115
Other Neuroscience	United States	\$ 55	\$ 61
	International	4	4
	Total	\$ 59	\$ 65

(in millions)		Three months ended	
		2025	2024
<b>Oncology</b>			
Imbruvica	United States	\$ 529	\$ 610
	Collaboration revenues	209	228
	Total	\$ 738	\$ 838
Venclexta	United States	\$ 312	\$ 281
	International	353	333
	Total	\$ 665	\$ 614
Elahere	United States	\$ 165	\$ 64
	International	14	—
	Total	\$ 179	\$ 64
Epkinly	Collaboration revenues	\$ 36	\$ 22
	International	15	5
	Total	\$ 51	\$ 27
<b>Aesthetics</b>			
Botox Cosmetic	United States	\$ 295	\$ 389
	International	261	244
	Total	\$ 556	\$ 633
Juvederm Collection	United States	\$ 75	\$ 106
	International	156	191
	Total	\$ 231	\$ 297
Other Aesthetics	United States	\$ 270	\$ 281
	International	45	38
	Total	\$ 315	\$ 319
<b>Eye Care</b>			
Ozurdex	United States	\$ 30	\$ 34
	International	93	97
	Total	\$ 123	\$ 131
Lumigan/Ganfort	United States	\$ 48	\$ 29
	International	58	62
	Total	\$ 106	\$ 91
Alphagan/Combigan	United States	\$ 26	\$ 15
	International	34	44
	Total	\$ 60	\$ 59
Other Eye Care	United States	\$ 117	\$ 149
	International	100	108
	Total	\$ 217	\$ 257
<b>Other Key Products</b>			
Mavyret	United States	\$ 142	\$ 144
	International	164	205
	Total	\$ 306	\$ 349
Creon	United States	\$ 355	\$ 285
Linzess/Constella	United States	\$ 139	\$ 257
	International	9	9
	Total	\$ 148	\$ 266
All other		\$ 747	\$ 744
<b>Total net revenues</b>		\$ 13,343	\$ 12,310

See the following for additional information about certain income and expenses included in net earnings: intangible assets amortization expense (Note 6), change in fair value of contingent consideration (Note 8), interest income and expense (Note 2), depreciation expense (Note 2), litigation matters (Note 12), income tax expense (Note 11) and restructuring expense (Note 7).

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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The following is a discussion and analysis of the financial condition of AbbVie Inc. (AbbVie or the company) as of March 31, 2025 and December 31, 2024 and the results of operations for the three months ended March 31, 2025 and 2024. This commentary should be read in conjunction with the Condensed Consolidated Financial Statements and accompanying notes appearing in Item 1, "Financial Statements and Supplementary Data."

### EXECUTIVE OVERVIEW

#### Company Overview

AbbVie is a global, diversified research-based biopharmaceutical company positioned for success with a comprehensive product portfolio that has leadership positions across immunology, neuroscience, oncology, aesthetics and eye care. AbbVie uses its expertise, dedicated people and unique approach to innovation to develop and market advanced therapies that address some of the world's most complex and serious diseases.

On February 13, 2025, the board of directors of AbbVie unanimously elected Chief Executive Officer (CEO) Robert A. Michael to succeed Richard A. Gonzalez as Chairman of the board of directors, effective July 1, 2025, at which time Mr. Gonzalez will retire from the board.

AbbVie's products are generally sold worldwide directly to wholesalers, distributors, government agencies, health care facilities, specialty pharmacies and independent retailers from AbbVie-owned distribution centers and public warehouses. Certain products (including aesthetic products and devices) are also sold directly to physicians and other licensed healthcare providers. In the United States, AbbVie distributes pharmaceutical products principally through independent wholesale distributors, with some sales directly to retailers, pharmacies, patients or other customers. Outside the United States, AbbVie sells products primarily to wholesalers or through distributors, and depending on the market works through largely centralized national payers system to agree on reimbursement terms. Certain products are co-marketed or co-promoted with other companies. AbbVie operates as a single global business segment and has approximately 55,000 employees.

#### 2025 Strategic Objectives

AbbVie's mission is to discover and develop innovative medicines and products that solve serious health issues today and address the medical challenges of tomorrow while achieving top-tier financial performance through outstanding execution. AbbVie intends to execute its strategy and advance its mission in a number of ways, including: (i) maximizing the benefits of a diversified revenue base with multiple long-term growth drivers; (ii) leveraging AbbVie's commercial strength and international infrastructure across therapeutic areas and ensuring strong commercial execution of new product launches; (iii) continuing to invest in and expand its pipeline in support of opportunities in immunology, neuroscience, oncology, aesthetics and eye care as well as continued investment in key on-market products; (iv) generating substantial operating cash flows to support investment in innovative research and development, and return cash to shareholders via a strong and growing dividend while also continuing to repay debt. In addition, AbbVie anticipates several regulatory submissions and data readouts from key clinical trials in the next 12 months.

#### Financial Results

The company's financial performance for the three months ended March 31, 2025 included delivering worldwide net revenues of \$13.3 billion, operating earnings of \$3.7 billion, diluted earnings per share of \$0.72 and cash flows from operations of \$1.6 billion. Worldwide net revenues increased 8% on a reported basis and 10% on a constant currency basis.

Financial results for the three months ended March 31, 2025 also included the following costs: (i) \$1.9 billion related to the amortization of intangible assets; and (ii) \$1.5 billion for the change in fair value of contingent consideration liabilities. Additionally, financial results reflected continued funding to support all stages of AbbVie's pipeline assets and continued investment in AbbVie's on-market brands.

## Recent Events

AbbVie's business may be impacted by risks associated with global macroeconomic conditions, including international trade disruptions and disputes as well as trade protection measures. For example, the U.S. government has recently imposed broad based tariffs targeting specified countries. While the impact of these tariffs on AbbVie's operations to date has not been material, the U.S. government may in the future pause, reimpose or increase tariffs and foreign governments have and, in the future, may impose retaliatory trade protection measures. Any new or additional tariffs, particularly those targeting the pharmaceuticals industry, may increase uncertainties and associated risks and could adversely impact AbbVie's business and results of operations.

## Research and Development

Research and innovation are the cornerstones of AbbVie's business as a global biopharmaceutical company. AbbVie's long-term success depends to a great extent on its ability to continue to discover and develop innovative products and acquire or collaborate on compounds currently in development by other biotechnology or pharmaceutical companies.

AbbVie's pipeline currently includes approximately 90 compounds, devices or indications in development individually or under collaboration or license agreements. Of these programs, approximately 50 are in mid- and late-stage development. The company's pipeline is focused on such important specialties as immunology, neuroscience, oncology, aesthetics and eye care. AbbVie's recently announced partnership with Gubra marks the company's entrance into the obesity field, a therapeutic area with significant unmet need.

The following sections summarize transitions of significant programs from mid-stage development to late-stage development as well as developments in significant late-stage and registration programs. AbbVie expects multiple mid-stage programs to transition into late-stage programs in the next 12 months.

### Significant Programs and Developments

#### Immunology

##### Rinvoq

- In April 2025, AbbVie announced that the European Commission (EC) granted marketing authorization to Rinvoq for the treatment of giant cell arteritis (GCA) in adult patients.
- In April 2025, AbbVie announced that the U.S. Food and Drug Administration (FDA) approved Rinvoq for the treatment of GCA in adult patients.

#### Neuroscience

##### Qulipta

- In February 2025, AbbVie initiated a Phase 3 clinical trial to evaluate Qulipta for the preventive treatment of menstrual migraine.

#### Aesthetics

##### BoNT/E

- In April 2025, AbbVie announced that it submitted a Biologics License Application (BLA) to the U.S. FDA for approval of trenibotulinumtoxinE (BoNT/E) for the treatment of moderate to severe glabellar lines. BoNT/E is a first-in-class botulinum neurotoxin serotype E characterized by a rapid onset of action as early as 8 hours after administration and short duration of effect of 2-3 weeks. If approved, BoNT/E will be the first neurotoxin of its kind available to patients.

#### Other

##### Emblaveo

- In February 2025, AbbVie announced that the U.S. FDA approved Emblaveo (aztreonam and avibactam), as the first fixed-dose, intravenous, monobactam/ $\beta$ -lactamase inhibitor combination antibiotic to treat complicated intra-abdominal infections, including those caused by Gram-negative bacteria.

For a more comprehensive discussion of AbbVie's products and pipeline, see the company's Annual Report on Form 10-K for the year ended December 31, 2024.

## RESULTS OF OPERATIONS

### Net Revenues

The comparisons presented at constant currency rates reflect comparative local currency net revenues at the prior year's foreign exchange rates. This measure provides information on the change in net revenues assuming that foreign currency exchange rates had not changed between the prior and current periods. AbbVie believes that the non-GAAP measure of change in net revenues at constant currency rates, when used in conjunction with the GAAP measure of change in net revenues at actual currency rates, may provide a more complete understanding of the company's operations and can facilitate analysis of the company's results of operations, particularly in evaluating performance from one period to another.

(dollars in millions)	Three months ended March 31,		Percent change	
	2025	2024	At actual currency rates	At constant currency rates
United States	\$ 9,979	\$ 9,041	10.4 %	10.4 %
International	3,364	3,269	2.9 %	8.3 %
Net revenues	\$ 13,343	\$ 12,310	8.4 %	9.8 %

The following table details AbbVie's worldwide net revenues:

(dollars in millions)		Three months ended March 31,		Percent change	
		2025	2024	At actual currency rates	At constant currency rates
<b>Immunology</b>					
Skyrizi	United States	\$ 2,919	\$ 1,656	76.2 %	76.2 %
	International	506	352	43.9 %	52.3 %
	Total	\$ 3,425	\$ 2,008	70.5 %	72.0 %
Rinvoq	United States	\$ 1,220	\$ 725	68.3 %	68.3 %
	International	498	368	35.3 %	42.8 %
	Total	\$ 1,718	\$ 1,093	57.2 %	59.7 %
Humira	United States	\$ 744	\$ 1,771	(58.0)%	(58.0)%
	International	377	499	(24.4)%	(19.5)%
	Total	\$ 1,121	\$ 2,270	(50.6)%	(49.5)%
<b>Neuroscience</b>					
Vraylar	United States	\$ 763	\$ 692	10.3 %	10.3 %
	International	2	2	13.1 %	20.2 %
	Total	\$ 765	\$ 694	10.3 %	10.3 %
Botox Therapeutic	United States	\$ 723	\$ 611	18.2 %	18.2 %
	International	143	137	4.8 %	11.4 %
	Total	\$ 866	\$ 748	15.8 %	17.0 %
Ubrovly	United States	\$ 233	\$ 197	17.6 %	17.6 %
	International	7	6	23.3 %	29.3 %
	Total	\$ 240	\$ 203	17.8 %	18.0 %
Qulipta	United States	\$ 172	\$ 128	34.2 %	34.2 %
	International	21	3	>100.0 %	>100.0 %
	Total	\$ 193	\$ 131	47.6 %	48.3 %
Vyalev	United States	\$ 6	\$ —	n/m	n/m
	International	57	9	>100.0 %	>100.0 %
	Total	\$ 63	\$ 9	>100.0 %	>100.0 %
Duodopa	United States	\$ 20	\$ 25	(19.4)%	(19.4)%
	International	76	90	(16.0)%	(11.7)%
	Total	\$ 96	\$ 115	(16.7)%	(13.3)%
Other Neuroscience	United States	\$ 55	\$ 61	(9.5)%	(9.5)%
	International	4	4	(1.0)%	6.5 %
	Total	\$ 59	\$ 65	(8.9)%	(8.4)%
<b>Oncology</b>					
Imbruvica	United States	\$ 529	\$ 610	(13.3)%	(13.3)%
	Collaboration revenues	209	228	(8.2)%	(8.2)%
	Total	\$ 738	\$ 838	(11.9)%	(11.9)%
Venclexta	United States	\$ 312	\$ 281	11.0 %	11.0 %
	International	353	333	6.0 %	13.4 %
	Total	\$ 665	\$ 614	8.3 %	12.3 %
Elahere	United States	\$ 165	\$ 64	>100.0 %	>100.0 %
	International	14	—	n/m	n/m
	Total	\$ 179	\$ 64	>100.0 %	>100.0 %
Epkinly	Collaboration revenues	\$ 36	\$ 22	62.1 %	62.1 %
	International	15	5	>100.0 %	>100.0 %
	Total	\$ 51	\$ 27	89.8 %	94.8 %
<b>Aesthetics</b>					
Botox Cosmetic	United States	\$ 295	\$ 389	(24.3)%	(24.3)%
	International	261	244	6.9 %	11.1 %
	Total	\$ 556	\$ 633	(12.3)%	(10.7)%

(dollars in millions)		Three months ended March 31,		Percent change	
		2025	2024	At actual currency rates	At constant currency rates
Juvederm Collection	United States	\$ 75	\$ 106	(29.0)%	(29.0)%
	International	156	191	(18.5)%	(15.0)%
	Total	\$ 231	\$ 297	(22.2)%	(20.0)%
Other Aesthetics	United States	\$ 270	\$ 281	(3.5)%	(3.5)%
	International	45	38	18.1 %	23.2 %
	Total	\$ 315	\$ 319	(0.9)%	(0.3)%
<b>Eye Care</b>					
Ozurdex	United States	\$ 30	\$ 34	(12.1)%	(12.1)%
	International	93	97	(3.8)%	1.1 %
	Total	\$ 123	\$ 131	(6.0)%	(2.4)%
Lumigan/Ganfort	United States	\$ 48	\$ 29	69.2 %	69.2 %
	International	58	62	(6.8)%	(0.5)%
	Total	\$ 106	\$ 91	17.0 %	21.4 %
Alphagan/Combigan	United States	\$ 26	\$ 15	68.5 %	68.5 %
	International	34	44	(21.4)%	(15.4)%
	Total	\$ 60	\$ 59	1.9 %	6.3 %
Other Eye Care	United States	\$ 117	\$ 149	(21.4)%	(21.4)%
	International	100	108	(7.1)%	(0.2)%
	Total	\$ 217	\$ 257	(15.4)%	(12.5)%
<b>Other Key Products</b>					
Mavyret	United States	\$ 142	\$ 144	(0.7)%	(0.7)%
	International	164	205	(20.4)%	(15.8)%
	Total	\$ 306	\$ 349	(12.3)%	(9.6)%
Creon	United States	\$ 355	\$ 285	24.6 %	24.6 %
Linzess/Constella	United States	\$ 139	\$ 257	(46.1)%	(46.1)%
	International	9	9	3.1 %	9.3 %
	Total	\$ 148	\$ 266	(44.4)%	(44.2)%
All other		\$ 747	\$ 744	0.1 %	0.7 %
<b>Total net revenues</b>		\$ 13,343	\$ 12,310	8.4 %	9.8 %

n/m – Not meaningful

The following discussion and analysis of AbbVie's net revenues by product is presented on a constant currency basis.

Net revenues for Skyrizi increased 72% for the three months ended March 31, 2025 primarily driven by continued strong market share uptake as well as market growth across all indications.

Net revenues for Rinvoq increased 60% for the three months ended March 31, 2025 primarily driven by continued strong market share uptake as well as market growth across all indications.

Net revenues for Humira decreased 50% for the three months ended March 31, 2025 primarily driven by continued impact of direct biosimilar competition following the loss of exclusivity.

Net revenues for Vraylar increased 10% for the three months ended March 31, 2025 primarily driven by continued market share uptake as well as market growth.

Net revenues for Botox Therapeutic increased 17% for the three months ended March 31, 2025 primarily driven by continued market share uptake as well as market growth.

Net revenues for Ubrelvy increased 18% for the three months ended March 31, 2025 primarily driven by continued market share uptake.

Net revenues for Qulipta increased 48% for the three months ended March 31, 2025 primarily driven by continued market share uptake.

Net revenues for Imbruvica represent product revenues in the United States and collaboration revenues outside of the United States related to AbbVie's 50% share of Imbruvica profit. AbbVie's global Imbruvica revenues decreased 12% for the three months ended

March 31, 2025 primarily driven by the timing of customer inventory stocking in the prior year, decreased demand and lower market share in the United States as well as decreased collaboration revenues.

Net revenues for Venclexta increased 12% for the three months ended March 31, 2025 primarily driven by continued market share uptake.

Net revenues for Elahere increased greater than 100% for the three months ended March 31, 2025 primarily driven by a full period of Elahere results in 2025 compared to the prior year.

Net revenues for Botox Cosmetic decreased 11% for the three months ended March 31, 2025. In the United States, Botox Cosmetic net revenues decreased 24% primarily driven by unfavorable pricing due to consumer loyalty program changes and decreased market share. Internationally, Botox Cosmetic net revenues increased 11% primarily driven by increased consumer demand across certain international markets and the timing of customer inventory stocking.

Net revenues for Juvederm Collection decreased 20% for the three months ended March 31, 2025 primarily driven by decreased global consumer demand and unfavorable pricing due to consumer loyalty program changes in the United States.

### Gross Margin

(dollars in millions)	Three months ended March 31,		
	2025	2024	% change
Gross margin	\$ 9,341	\$ 8,216	14 %
as a % of net revenues	70 %	67 %	

Gross margin as a percentage of net revenues increased for the three months ended March 31, 2025 compared to the prior year primarily due to increased leverage from net revenues growth, favorable changes in product mix and acquisition and integration costs incurred during the three months ended March 31, 2024 in connection with the ImmunoGen acquisition.

### Selling, General and Administrative

(dollars in millions)	Three months ended March 31,		
	2025	2024	% change
Selling, general and administrative	\$ 3,293	\$ 3,315	(1)%
as a % of net revenues	25 %	27 %	

Selling, general and administrative (SG&A) expenses as a percentage of net revenues decreased for the three months ended March 31, 2025 compared to the prior year primarily due to acquisition and integration costs incurred during the three months ended March 31, 2024 in connection with the ImmunoGen acquisition.

### Research and Development

(dollars in millions)	Three months ended March 31,		
	2025	2024	% change
Research and development	\$ 2,067	\$ 1,939	7 %
as a % of net revenues	15 %	16 %	

Research and development (R&D) expenses as a percentage of net revenues decreased for the three months ended March 31, 2025 compared to the prior year primarily due to acquisition and integration costs incurred during the three months ended March 31, 2024 in connection with the ImmunoGen acquisition partially offset by increased funding to support all stages of the company's pipeline assets.

### Acquired IPR&D and Milestones

(dollars in millions)	Three months ended March 31,		
	2025	2024	
Upfront charges	\$ 246	\$ 79	
Development milestones	2	85	
Acquired IPR&D and milestones	\$ 248	\$ 164	

## Other Non-Operating Expenses (Income)

(in millions)	Three months ended March 31,	
	2025	2024
Interest expense	\$ 700	\$ 660
Interest income	(73)	(207)
Interest expense, net	\$ 627	\$ 453
Net foreign exchange loss	\$ 4	\$ 4
Other expense, net	1,441	586

Interest expense increased for the three months ended March 31, 2025 compared to the prior year primarily due to a higher average debt balance.

Interest income decreased for the three months ended March 31, 2025 compared to the prior year primarily due to a lower average cash and cash equivalents balance.

Other expense, net included charges related to changes in fair value of contingent consideration liabilities of \$1.5 billion for the three months ended March 31, 2025 and \$660 million for the three months ended March 31, 2024. The fair value of contingent consideration liabilities is impacted by the passage of time and multiple other inputs, including the probability of success of achieving regulatory milestones, discount rates, the estimated amount of future sales of the acquired products and other market-based factors. For the three months ended March 31, 2025, the change in fair value reflected higher estimated Skyrizi sales, the passage of time and lower discount rates. For the three months ended March 31, 2024, the change in fair value reflected higher estimated Skyrizi sales and the passage of time, partially offset by higher discount rates.

### Income Tax Expense

The effective tax rate was 22% for the three months ended March 31, 2025 and 2024. The effective tax rate in each period differed from the U.S. statutory tax rate of 21% principally due to the impact of foreign operations which reflects the impact of lower income tax rates in locations outside the United States, changes in fair value of contingent consideration and business development activities.

## FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Three months ended March 31,	
	2025	2024
Cash flows provided by (used in):		
Operating activities	\$ 1,635	\$ 4,040
Investing activities	(735)	(9,588)
Financing activities	(1,258)	10,819

Operating cash flows for the three months ended March 31, 2025 decreased compared to the prior year primarily due to the timing of working capital and payments related to litigation matters, partially offset by increased results from operations driven by higher net revenues and ImmunoGen acquisition-related cash expenses during the three-months ended March 31, 2024.

Investing cash flows for the three months ended March 31, 2025 included \$210 million cash consideration paid to acquire Nimble Therapeutics, Inc. offset by cash acquired of \$6 million, payments made for other acquisitions and investments of \$334 million and capital expenditures of \$235 million. Investing cash flows for the three months ended March 31, 2024 included \$9.8 billion cash consideration paid to acquire ImmunoGen offset by cash acquired of \$591 million, payments made for other acquisitions and investments of \$190 million and capital expenditures of \$193 million.

Financing cash flows for the three months ended March 31, 2025 included the issuance of unsecured senior notes totaling \$4.0 billion aggregate principal and the repayment of \$3.0 billion aggregate principal of 3.80% senior notes. Financing cash flows for the three months ended March 31, 2024 included the issuance of unsecured senior notes totaling \$15.0 billion aggregate principal which were used to finance the acquisitions of ImmunoGen and Cerevel Therapeutics. Additionally, financing cash flows included the issuance and repayment of \$5.0 billion under the term loan credit agreement and repayment of \$99 million of secured term notes assumed from ImmunoGen in conjunction with the acquisition.

Financing cash flows also included cash dividend payments of \$2.9 billion for the three months ended March 31, 2025 and \$2.8 billion for the three months ended March 31, 2024. The increase in cash dividend payments was primarily driven by the increase in the quarterly dividend rate.

On February 13, 2025, the company announced that its board of directors declared a quarterly cash dividend of \$1.64 per share for stockholders of record at the close of business on April 15, 2025, payable on May 15, 2025. The timing, declaration, amount of and payment of any dividends by AbbVie in the future is within the discretion of its board of directors and will depend upon many factors, including AbbVie's financial condition, earnings, capital requirements of its operating subsidiaries, covenants associated with certain of AbbVie's debt service obligations, legal requirements, regulatory constraints, industry practice, ability to access capital markets and other factors deemed relevant by its board of directors.

The company's stock repurchase authorization permits purchases of AbbVie shares from time to time in open-market or private transactions at management's discretion. The program has no time limit and can be discontinued at any time. On February 16, 2023, AbbVie's board of directors authorized a \$5.0 billion increase to the existing stock repurchase authorization. AbbVie repurchased 3 million shares for \$606 million during the three months ended March 31, 2025 and 5 million shares for \$959 million during the three months ended March 31, 2024.

During the three months ended March 31, 2025 and 2024, the company issued and redeemed commercial paper. The balance of commercial paper borrowings outstanding was \$1.6 billion as of March 31, 2025 and there were no amounts outstanding as of December 31, 2024. AbbVie may issue additional commercial paper or retire commercial paper to meet liquidity requirements as needed.

#### **Credit Risk**

AbbVie monitors economic conditions, the creditworthiness of customers and government regulations and funding, both domestically and abroad. AbbVie regularly communicates with its customers regarding the status of receivable balances, including their payment plans and obtains positive confirmation of the validity of the receivables. AbbVie establishes an allowance for credit losses equal to the estimate of future losses over the contractual life of outstanding accounts receivable. AbbVie may also utilize factoring arrangements to mitigate credit risk, although the receivables included in such arrangements have historically not been a significant amount of total outstanding receivables.

#### **Credit Facility, Access to Capital and Credit Ratings**

##### *Credit Facility*

In January 2025, AbbVie entered into a new \$3.0 billion five-year revolving credit facility that matures in January 2030 which is in addition to the existing \$5.0 billion five-year revolving credit facility that matures in March 2028. The revolving credit facilities are available to support AbbVie's commercial paper program and enable the company to borrow funds to meet liquidity requirements on an unsecured basis at variable interest rates and contain various covenants. At March 31, 2025, the company was in compliance with all covenants, and commitment fees under the credit facility were insignificant. No amounts were outstanding under the company's credit facility as of March 31, 2025 and December 31, 2024.

Subsequent to March 31, 2025, the company entered into a \$4.0 billion 364-day term loan credit agreement. No amounts were borrowed under the term loan credit agreement as of the date of filing of this Quarterly Report on Form 10-Q.

In December 2023, in connection with the acquisitions of ImmunoGen and Cerevel Therapeutics, AbbVie entered into a \$9.0 billion 364-day bridge credit agreement and \$5.0 billion 364-day term loan credit agreement. In February 2024, AbbVie borrowed and repaid \$5.0 billion under the term loan credit agreement. Subsequent to the \$15.0 billion issuance of senior notes, AbbVie terminated both the bridge and term loan credit agreements in the first quarter of 2024.

##### *Access to Capital*

The company intends to fund short-term and long-term financial obligations as they mature through cash on hand, future cash flows from operations or has the ability to issue additional debt. The company's ability to generate cash flows from operations, issue debt or enter into financing arrangements on acceptable terms could be adversely affected if there is a material decline in the demand for the company's products or in the solvency of its customers or suppliers, deterioration in the company's key financial ratios or credit ratings or other material unfavorable changes in business conditions. At the current time, the company believes it has sufficient financial flexibility to issue debt, enter into other financing arrangements and attract long-term capital on acceptable terms to support the company's growth objectives.

## Credit Ratings

There were no changes in the company's credit ratings during the three months ended March 31, 2025. Unfavorable changes to the ratings may have an adverse impact on future financing arrangements; however, they would not affect the company's ability to draw on its credit facility and would not result in an acceleration of scheduled maturities of any of the company's outstanding debt.

## CRITICAL ACCOUNTING POLICIES

A summary of the company's significant accounting policies is included in Note 2, "Summary of Significant Accounting Policies" in AbbVie's Annual Report on Form 10-K for the year ended December 31, 2024. There have been no significant changes in the company's application of its critical accounting policies during the three months ended March 31, 2025.

## FORWARD-LOOKING STATEMENTS

Some statements in this quarterly report on Form 10-Q are, or may be considered, forward-looking statements for purposes of the Private Securities Litigation Reform Act of 1995. The words "believe," "expect," "anticipate," "project," and similar expressions and uses of future or conditional verbs, generally identify forward-looking statements. AbbVie cautions that these forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those expressed or implied in the forward-looking statements. Such risks and uncertainties include, but are not limited to challenges to intellectual property, competition from other products, difficulties inherent in the research and development process, adverse litigation or government action, changes to laws and regulations applicable to our industry, the impact of global macroeconomic factors, such as economic downturns or uncertainty, international conflict, trade disputes and tariffs, and other uncertainties and risks associated with global business operations. Additional information about the economic, competitive, governmental, technological and other factors that may affect AbbVie's operations is set forth in Item 1A, "Risk Factors," in AbbVie's Annual Report on Form 10-K for the year ended December 31, 2024, which has been filed with the Securities and Exchange Commission. AbbVie notes these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. AbbVie undertakes no obligation, and specifically declines, to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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For a discussion of the company's market risk, see Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" in AbbVie's Annual Report on Form 10-K for the year ended December 31, 2024.

## ITEM 4. CONTROLS AND PROCEDURES

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### DISCLOSURE CONTROLS AND PROCEDURES

**Evaluation of disclosure controls and procedures.** The Chief Executive Officer, Robert A. Michael, and the Chief Financial Officer, Scott T. Reents, evaluated the effectiveness of AbbVie's disclosure controls and procedures as of the end of the period covered by this report, and concluded that AbbVie's disclosure controls and procedures were effective to ensure that information AbbVie is required to disclose in the reports that it files or submits with the Securities and Exchange Commission under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and to ensure that information required to be disclosed by AbbVie in the reports that it files or submits under the Securities Exchange Act of 1934 is accumulated and communicated to AbbVie's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

### INTERNAL CONTROL OVER FINANCIAL REPORTING

**Changes in internal control over financial reporting.** There were no changes in AbbVie's internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) that have materially affected, or are reasonably likely to materially affect, AbbVie's internal control over financial reporting during the quarter ended March 31, 2025.

**Inherent Limitations on Effectiveness of Controls.** AbbVie's management, including its Chief Executive Officer and its Chief Financial Officer, do not expect that AbbVie's disclosure controls or internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that

judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls.

The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of controls effectiveness to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

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Information pertaining to legal proceedings is provided in Note 12 to the Condensed Consolidated Financial Statements and is incorporated by reference herein.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

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#### (c) Issuer Purchases of Equity Securities

Period	(a) Total Number of Shares (or Units) Purchased	(b) Average Price Paid per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
January 1, 2025 - January 31, 2025	938 <sup>(1)</sup>	\$181.39 <sup>(1)</sup>	—	\$3,502,031,203
February 1, 2025 - February 28, 2025	866 <sup>(1)</sup>	\$193.04 <sup>(1)</sup>	—	\$3,502,031,203
March 1, 2025 - March 31, 2025	2,836,890 <sup>(1)</sup>	\$213.65 <sup>(1)</sup>	2,836,000	\$2,896,110,760
Total	2,838,694 <sup>(1)</sup>	\$213.64 <sup>(1)</sup>	2,836,000	\$2,896,110,760

1. In addition to AbbVie shares repurchased on the open market under a publicly announced program, these shares also included the shares purchased on the open market for the benefit of participants in the AbbVie Employee Stock Purchase Plan – 938 in January; 866 in February; and 890 in March.

These shares do not include the shares surrendered to AbbVie to satisfy minimum tax withholding obligations in connection with the vesting or exercise of stock-based awards.

### ITEM 5. OTHER ITEMS

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#### (c) Director and Officer Trading Arrangements

During the three months ended March 31, 2025, no director or officer of the company adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

## ITEM 6. EXHIBITS

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Exhibits 32.1 and 32.2 are furnished herewith and should not be deemed to be "filed" under the Securities Exchange Act of 1934.

<b>Exhibit No.</b>	<b>Exhibit Description</b>
10.1	Form of AbbVie Inc. Performance-Vested Restricted Stock Unit Agreement*
10.2	Form of AbbVie Inc. Performance Share Award Agreement*
10.3	Form of AbbVie Inc. Non-Employee Director RSU Agreement (US)*
10.4	Form of AbbVie Inc. Non-Qualified Stock Option Agreement*
10.5	AbbVie Inc. Non-Employee Directors' Fee Plan, as amended and restated*
31.1	Certification of Chief Executive Officer Required by Rule 13a-14(a) (17 CFR 240.13a-14(a)).
31.2	Certification of Chief Financial Officer Required by Rule 13a-14(a) (17 CFR 240.13a-14(a)).
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial statements and notes from the AbbVie Inc. Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, filed on May 9, 2025, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Earnings; (ii) Condensed Consolidated Statements of Comprehensive Income; (iii) Condensed Consolidated Balance Sheets; (iv) Condensed Consolidated Statements of Equity; (v) Condensed Consolidated Statements of Cash Flows; and (vi) the Notes to Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (the cover page from the AbbVie Inc. Quarterly Report on Form 10-Q formatted as Inline XBRL and contained in Exhibit 101).

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\* Denotes management contract or compensatory plan or arrangement required to be filed as an exhibit hereto.

## SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**ABBVIE INC.**

By: /s/ Scott T. Reents  
Scott T. Reents  
Executive Vice President,  
Chief Financial Officer (Principal Financial Officer)

Date: May 9, 2025

ABBVIE INC.  
PERFORMANCE-VESTED RESTRICTED STOCK UNIT AGREEMENT

On this %%OPTION\_DATE,'MONTH DD, YYYY'%%-%% (the “Grant Date”), AbbVie Inc. (the “Company”) hereby grants to %%FIRST\_NAME\_LAST\_NAME%%-%% (the “Employee”) a Performance-Vested Restricted Stock Unit award (the “Award”) of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%%-%% restricted stock units (the “Units”). The number of Units granted reflects the Units that may become earned based on target vesting level for all Award tranches. The actual number of shares of Company common stock (the “Shares”) that may be issued under this Award will be determined in accordance with this Agreement by reference to the target number of Units set forth above.

The Award is granted under the Program and is subject to the terms and conditions of the Program and this Agreement. In the event of any inconsistency between this Agreement and the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.

- (a) **Agreement:** This Performance-Vested Restricted Stock Unit Agreement.
- (b) **Cause:** Unless an alternative definition of cause applies in the Employee’s Change in Control Agreement following a “Change in Control” (as defined in such agreement), cause shall mean the following, as determined by the Company in its sole discretion:
  - (i) material breach by the Employee of the terms and conditions of the Employee’s employment, including, but not limited to:
    - (A) material breach by the Employee of the Company’s Code of Business Conduct, as amended from time to time;
    - (B) material breach by the Employee of the Employee’s Employee Agreement or employment contract, if any;
    - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee’s duties or in the course of the Employee’s employment;
    - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
    - (E) failure by the Employee to substantially perform the duties of the Employee’s employment (other than any such failure resulting from the Employee’s Disability); or
  - (ii) material breach by the Employee of Addendum 1 to this Agreement.

For the avoidance of doubt, the above definition of Cause is substantially similar to the applicable provision in Appendix A of the Change in Control Agreement.

- (c) **Change in Control Agreement:** An agreement regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee.
- (d) **Controlled Group:** AbbVie Inc. and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of Code Section 414 (b), (c), or (m)) with AbbVie Inc.
- (e) **Data:** Certain information, including personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, email address, date of birth, social security, passport or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (f) **Disability:** Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of their occupation or employment.
- (g) **Employee Agreement:** The Employee Agreement entered into by and between the Company or a Subsidiary and the Employee as it may be amended from time to time.
- (h) **Employee's Representative:** The Employee's legal guardian or other legal representative.
- (i) **Good Reason:** Unless an alternative definition of good reason applies in the Employee's Change in Control Agreement following a "Change in Control" (as defined in such agreement), good reason shall mean the occurrence of any of the following circumstances without the Employee's express written consent:
  - (i) a significant adverse change in the nature, scope or status of the Employee's position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an officer of a public company, the Employee ceasing to be an officer of a public company;
  - (ii) the failure by the Company or a Subsidiary to pay the Employee any portion of the Employee's current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date such compensation is due;
  - (iii) a reduction in the Employee's annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
  - (iv) the failure by the Company or a Subsidiary to award the Employee an annual bonus in any year which is at least equal to the annual bonus awarded to the Employee under the annual bonus plan of the Company or Subsidiary for the year immediately preceding the year of the Change in Control;
  - (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock

units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;

- (vi) the failure by the Company or a Subsidiary to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's or Subsidiary's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability and vacation;
  - (vii) the relocation of the Employee's base office to a location that is more than 35 miles from the Employee's base office immediately prior to the Change in Control; or
  - (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform this Agreement as contemplated in Section 5.
- (j) Performance Period: The period(s) specified in the attached Schedule, over which achievement of the Performance Vesting Requirements is to be measured.
- (k) Performance Vesting Requirements: The performance goals described in the attached Schedule, which must be achieved for Units to vest and the corresponding Shares to be delivered under this Award.
- (l) Program: The AbbVie Amended and Restated 2013 Incentive Stock Program, as amended from time to time.
- (m) Retirement:
- (i) Except as provided under (ii) or (iii) below, Retirement means any of the following:
    - age 55 with 10 years of service; or
    - age 60 with five years of service; or
    - age 65 with three years of service.
  - (ii) For Employees who (A) transferred to the Company directly from Abbott Laboratories either as a result of the Company's spin-off from Abbott Laboratories or during the period from January 1, 2013 through June 30, 2015 with the consent of each company's head of human resources, and (B) were hired into the Abbott Laboratories controlled group prior to January 1, 2004, Retirement means either of the following:
    - age 50 with 10 years of service; or
    - age 65 with three years of service.

- (iii) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate:
    - (A) subject to subsections (B), (C) and (D) below, “years of service” shall mean the aggregate period of service, expressed as a number of whole years and fractions thereof, during which the Employee served without interruption as an employee of the Controlled Group;
    - (B) service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group (for the avoidance of doubt, a period of employment of an employee with a business entity, part or all of which is or was acquired by or becomes part of the Controlled Group, will not be considered a period of service prior to the time such acquired entity has become a member of the Controlled Group);
    - (C) for Employees who transferred to the Company directly from Abbott Laboratories during the period from January 1, 2013 through June 30, 2015 either as a result of the Company’s spin-off from Abbott Laboratories or with the consent of each company’s head of human resources, service includes service with Abbott Laboratories that is counted for Retirement eligibility purposes under applicable law or Company procedures; and
    - (D) applicable law, Company procedures, and/or Program administration rules apply in determining credited service and Retirement eligibility.
  - (n) Termination: A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination (whether or not in breach of local labor laws) shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary as an employee, and employment shall not be extended by any statutory or common law notice of termination period (e.g., active employment does not include a period of “garden leave” or similar period pursuant to local law). The Company shall have the exclusive discretion to determine when Termination occurs.
2. Delivery Dates and Shareholder Rights. The delivery dates for Shares issuable with respect to the Units are the respective dates on which the Shares are distributable to the Employee if the Restrictions lapse pursuant to Section 4 or 5 below (each a “Delivery Date”). Prior to the Delivery Date(s):
- (a) the Employee shall not be treated as a shareholder as to any Shares issuable under the Agreement, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
  - (b) the Employee shall not be permitted to vote any Shares issuable under the Agreement; and
  - (c) the Units will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, if any dividend or other distribution is declared and paid on Shares (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) while any of the Units remain outstanding, then a phantom dividend will be accrued that is equivalent to the actual dividend or distribution that would have been paid on a single Share. As any Units vest and are earned under this Award, the accrued phantom dividends that are attributable to the earned Shares issuable with respect to such Units will vest and be distributed to the Employee (in the form in which the actual dividend or distribution was paid to shareholders or in such other form as the Administrator deems appropriate under the circumstances) concurrently with the issuance of the earned Shares resulting from the Unit vesting. Any such distribution is subject to the Company's collection of withholding taxes applicable to the distribution.

No phantom dividends will be paid or payable to or for the benefit of the Employee (i) with respect to dividends or distributions for which the record date occurs on or after (A) the applicable Delivery Date, (B) the date the Employee has forfeited the Units, or (C) in some cases due to applicable law, the date the Restrictions on the Units have lapsed, or (ii) if it is not administratively practicable or feasible to make such payments. For purposes of compliance with the time and form of payment requirements of Code Section 409A, to the extent applicable, the phantom dividends shall be treated separately from the Units, and the specified date for payment of any phantom dividend to which the Employee is entitled under this Section 2 is the calendar year in which the corresponding Shares vest and are distributed to the Employee (notwithstanding anything to the contrary herein). The Employee has no right to determine the year in which phantom dividends will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of (collectively, the "Restrictions") until an event or combination of events described in subsections 4(a), (b), (c) or (d) or Section 5 occurs, and except as provided in Section 24.
4. **Lapse of Restrictions.** The number of Shares that become issuable under this Award, as set forth in this Section 4 and subject to the provisions of Sections 5, 6, 7 and 12 below, will be calculated based on the extent to which the Performance Vesting Requirements are achieved. The Committee may equitably adjust the Performance Vesting Requirements in recognition of unusual or non-recurring events affecting the Company or any Subsidiary or the financial statements of the Company or any Subsidiary, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be unusual in nature or infrequent in occurrence or related to the acquisition or disposal of a business or assets or related to a change in accounting principles.
  - (a) **Performance.** Subject to subsections (b), (c), and (d) below, if the Employee remains employed with the Company or its Subsidiaries as of the applicable vesting date specified below, then:
    - (i) the Restrictions on up to one-third of the total number of Units may lapse on %%VEST\_DATE\_PERIOD1,'MONTH DD, YYYY'%%-%, and the Units may be earned as determined in accordance with the Schedule;

- (ii) the Restrictions on up to an additional one-third of the total number of Units may lapse on %%VEST\_DATE\_PERIOD2,'MONTH DD, YYYY'%-%, and the Units may be earned as determined in accordance with the Schedule; and
  - (iii) the Restrictions on up to an additional one-third of the total number of Units may lapse on %%VEST\_DATE\_PERIOD3,'MONTH DD, YYYY'%-%, and the Units may be earned as determined in accordance with the Schedule.
- (b) Retirement. The Restrictions will continue to apply in the event of the Employee's Termination due to Retirement, but may lapse thereafter in accordance with the provisions of subsection 4(a) above, in which case any Units not previously settled on a Delivery Date will be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above occurring after the date of such Termination due to Retirement.
- (c) Death. The Restrictions will lapse on the date of the Employee's Termination due to death, and any Units not previously settled on a Delivery Date will be settled (for the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution) in the form of Shares as soon as practicable after, and effective as of, the date of Termination due to death. The extent to which the Units are earned, and the number of Shares to be delivered as a result, will be determined as follows:
  - (i) For any Performance Period that has begun but has not been completed as of the date of Termination due to death, the number of Shares to be delivered with respect to the applicable Award tranche will be determined based on the greater of (A) performance through the date of Termination measured against the Performance Vesting Requirements using the most recent earnings information released before the date of Termination, and (B) the target vesting level for the applicable Award tranche.
  - (ii) For any Performance Period that has not yet begun as of the date of Termination due to death, the number of Shares to be delivered will be determined using the target vesting level for the applicable Award tranche(s).
- (d) Disability. The Restrictions will lapse on the date of the Employee's Termination due to Disability, and any Units not previously settled on a Delivery Date will be settled in the form of Shares as soon as practicable after, and effective as of, the date of Termination due to Disability. The extent to which Units are earned, and the number of Shares to be delivered as a result, will be determined as follows:
  - (i) For any Performance Period that has begun but has not been completed as of the date of Termination due to Disability, the number of Shares to be delivered with respect to the applicable Award tranche will be determined based on the greater of (A) performance through the date of Termination measured against the Performance Vesting Requirements using the most recent earnings information released before the date of Termination, and (B) the target vesting level for the applicable Award tranche.

- (ii) For any Performance Period that has not yet begun as of the date of Termination due to Disability, the number of Shares to be delivered will be determined using the target vesting level for the applicable Award tranche(s).

5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the “Surviving Entity”) may assume, convert or replace this Award with an award of at least equal value and terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Restrictions will lapse and the Units shall be immediately settled on the date of the Change in Control, as described below.

If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee’s Termination (a) occurs within the time period beginning six months immediately before a Change in Control and ending two years immediately following such Change in Control, and (b) was initiated by the Company (or the Surviving Entity) for a reason other than Cause or was initiated by the Employee for Good Reason, the Restrictions will lapse on the later of the date of the Change in Control and the date of the Employee’s Termination (referred to herein as the “Applicable Lapse Date”).

The extent to which the Units are earned, and the number of Shares to be delivered as a result, will be determined as follows:

- (i) For any Performance Period that has begun but has not been completed as of the Applicable Lapse Date, the number of Shares to be delivered with respect to the applicable Award tranche will be determined based on the greatest of: (A) performance through the date of the Change in Control measured against the Performance Vesting Requirements using the most recent earnings information released before the date of the Change in Control; (B) performance through the date of the Termination measured against the Performance Vesting Requirements using the most recent earnings information released before the date of the Termination; and (C) the target vesting level for the applicable Award tranche.
- (ii) For any Performance Period that has not yet begun as of the Applicable Lapse Date, the number of Shares to be delivered will be determined using the target vesting level for the applicable Award tranche(s).

The provisions of this Section 5 shall supersede Section 13(a)(iv) and (v) of the Program.

6. **Effect of Certain Bad Acts.** Any Units not previously settled will be cancelled and forfeited immediately if the Employee engages in activity that constitutes Cause, as determined in the sole opinion and discretion of the Committee or its delegate, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.

7. **Forfeiture of Units; Recoupment.**

- (a) **Effect of Termination.** In the event of the Employee’s Termination for any reason other than those set forth in subsection 4(b), (c) or (d) or Section 5, any Units with respect to

which Restrictions have not lapsed as of the date of Termination will be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause and in a situation not covered by Section 5, the Company may, in its sole discretion, cause some or all of the Units to continue to be subject to the Restrictions, provided such Restrictions may lapse thereafter in accordance with the provisions of subsection 4(a), in which case such Units will be settled in the form of Shares on the Delivery Date(s) set forth in subsection 4(a) above as if the Employee had remained employed on such dates.

- (b) Recoupment. Without limiting Section 14(q) of the Program, the Units, any Shares issued upon settlement of the Units and any proceeds therefrom shall be subject to and remain subject to any incentive compensation clawback or recoupment policy of the Company (i) currently in effect, (ii) as may be adopted by the Company to comply with applicable law and/or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 10D of the Exchange Act, Rule 10D-1 thereunder and Section 303A.14 of the New York Stock Exchange Listed Company Manual, or (iii) as may be adopted by the Company to facilitate the Company's objectives related to eliminating or reducing fraud, misconduct, wrongdoing, or violations of law by an employee or other service provider or related to improving the Company's governance practices or similar considerations and, in each case, as may be amended from time to time (the "Recoupment Policy"), with the provisions contained in such Recoupment Policy deemed incorporated into this Agreement without the Employee's additional or separate consent. For purposes of the foregoing, the Employee expressly and explicitly authorizes the Company to issue instructions, on the Employee's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to the Units to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the Recoupment Policy. In accepting the Award and the terms of this Agreement, the Employee acknowledges and agrees that the Recoupment Policy shall apply to all other forms of incentive compensation awarded to the Employee, as well. No recovery of compensation as described in this Section will be an event giving rise to the Employee's right to resign for "good reason" or "constructive termination" (or similar term) under any plan of, or agreement with, the Company, a Subsidiary and/or the Employee.
8. Withholding Taxes. To the extent permitted under applicable law and by the Company, the Employee may satisfy any U.S. or non-U.S. federal, state, local or other applicable taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by:
- (a) tendering a cash payment;
  - (b) having the Company withhold Shares from the Shares to be delivered to satisfy the applicable withholding tax;

- (c) delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds to satisfy the applicable withholding tax; or
- (d) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld.

The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to this Agreement or (to the extent permitted by applicable law, including without limitation Code Section 409A) from any other compensation or other amount owing to the Employee, such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds for tax purposes from the Shares otherwise to be delivered to the Employee, the Employee is deemed to have been issued the full number of Shares underlying the Award, subject to the Restrictions set forth in this Agreement.

Notwithstanding the foregoing, if the Employee is subject to Section 16(b) of the Exchange Act, the Company will withhold using the method described in subsection 8(b) above unless the use of such withholding method is problematic under applicable laws or has materially adverse accounting consequences, in which case the Committee shall determine which of the other methods described in this Section 8 or in the Program shall be used to satisfy the applicable withholding obligations.

- 9. No Right to Continued Employment. This Agreement and the Employee's participation in the Program do not and shall not be interpreted to:
  - (a) form an employment contract or relationship with the Company or its Subsidiaries;
  - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
  - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
- 10. Nature of Grant. In accepting this Award, the Employee acknowledges and agrees that:
  - (a) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
  - (b) this Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
  - (c) all decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Committee (or its delegate), in its sole discretion;
  - (d) nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
  - (e) the Employee is voluntarily participating in the Program;
  - (f) the Units and Shares subject to the Units are:

- (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
  - (ii) not intended to replace any pension rights or compensation;
  - (iii) not part of the Employee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should they be considered as compensation for, or relating in any way to, past services for the Company or any of its Subsidiaries;
- (g) the future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
  - (h) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from (i) Termination (for any reason whatsoever) and/or (ii) the application of Sections 6 and/or 7 above and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
  - (i) the Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
  - (j) neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

11. Data Privacy.

- (a) Pursuant to applicable personal data protection laws, the Employee is hereby notified and acknowledges that the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's choice to deny and/or object to the collection, processing and transfer of personal Data may affect the Employee's ability to participate in the Program. For more information about how the Company may collect, process, and transfer personal Data, please see the AbbVie Employee Privacy Notice applicable to the Employee's jurisdiction: [AbbVie Employee Privacy Notice](#).
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the purpose of implementing, administering and managing the Employee's participation in the Program, including meeting legal obligations related thereto. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with

confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.

- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world, and cross-border transfers of Data will be supported by required onward transfer mechanisms, including standard contractual clauses where applicable.
- (d) The Employee may, at any time, exercise the Employee's rights provided under applicable personal data protection laws, which may include the right to:
  - (i) obtain confirmation as to the existence of the Data;
  - (ii) verify the content, origin and accuracy of the Data;
  - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
  - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting the Employee's local human resources manager.

- 12. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (a) is prohibited under local law; (b) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (c) would result in adverse tax consequences for the Employee or the Company; or (d) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
- 13. **Private Placement.** This Award is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Award is not subject to the supervision of the local securities authorities.

14. Exchange Controls. As a condition to this Award, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
15. Compliance with Applicable Laws and Regulations.
  - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
  - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries, if any. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, lapse of Restrictions or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. If the Employee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction. If the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local laws, rules or regulations, to facilitate the operation and administration of the Award and the Program and/or to accommodate the Employee's relocation.
  - (c) The Employee acknowledges that, depending on the Employee's or the broker's country of residence or where the Shares are listed, the Employee may be subject to insider trading restrictions and/or market abuse laws which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Units) or rights linked to the value of Shares during such times the Employee is considered to have "inside information" regarding the Company as defined in the laws or regulations in the Employee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee placed before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Employee

understands that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Employee acknowledges that it is the Employee's responsibility to comply with any restrictions and the Employee is advised to speak to the Employee's personal legal advisor on this matter.

16. Code Section 409A. Payments made pursuant to this Agreement are intended to be exempt from or otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and if the Employee is a "specified employee" under Code Section 409A at the time of the Employee's separation from service, amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (a) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (b) except as otherwise provided in Section 13(a) of the Program or Section 5 of this Agreement, upon the lapse of Restrictions pursuant to Section 5 of this Agreement, any Units not previously settled on a Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee's Termination (as applicable); (c) the date of the Employee's Disability shall be determined by the Company in its sole discretion; and (d) notwithstanding any provision of the Program or this Agreement to the contrary, it will not be a violation of the Program or this Agreement, and the Employee will have no right to damages, if the Units are settled during any period permitted by Code Section 409A.

Although this Agreement and the payments provided hereunder are intended to be exempt from or otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisors shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or any Subsidiary determines it is necessary or advisable to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the Units and the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Addenda.**
  - (a) **Addendum 1 – Confidential Information, Inventions and Other Restrictions.** By accepting the Award, the Employee agrees to the terms of the addendum attached hereto as Addendum 1. Addendum 1 constitutes part of this Agreement.
  - (b) **Addendum 2 – Jurisdiction-Specific Provisions.** This Award shall be subject to any special terms and conditions set forth in Addendum 2 to this Agreement for the Employee's country or jurisdiction. Moreover, if the Employee relocates to one of the countries or jurisdictions included in Addendum 2, the special terms and conditions for such country or jurisdiction will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and/or regulations or facilitate the operation and administration of the Units and the Program (or the Company may establish alternative terms and conditions as

may be necessary or advisable to accommodate the Employee's relocation). Addendum 2 constitutes part of this Agreement.

22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
23. **Entire Agreement.** This Agreement, the Program and the Employee's Change in Control Agreement constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award (including, for the avoidance of doubt, any severance plan or policy applicable to the Employee), and Employee agrees that, as a condition to receiving this Award, the Employee waives the right to any accelerated vesting of the Award pursuant to any other plan, program or arrangement in effect or entered into prior to the date hereof. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed or clarified by the parties, except in a writing specifying the modification, change or clarification signed by a duly authorized Company officer.
24. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
25. **Language.** The Employee acknowledges and agrees that it is the Employee's express intent that this Agreement, the Program and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If the Employee is in a country where English is not an official language, the Employee acknowledges that the Employee is sufficiently proficient in English or has had the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow the Employee to understand the terms and conditions of this Agreement, the Program and any other documents related to the Award. If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.
26. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any state's conflict of laws principles. For any legal action relating to this Agreement, the parties to this Agreement consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois, USA, and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, USA.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

ABBVIE INC.

By:   
Robert A. Michael  
Chief Executive Officer

EMPLOYEE

By: SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE AWARD, THE EMPLOYEE AGREES THAT (1) SUCH ACCEPTANCE CONSTITUTES THE EMPLOYEE'S ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (2) THE EMPLOYEE AGREES TO BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (3) THE EMPLOYEE HAS REVIEWED THE PROGRAM, THE AGREEMENT AND THE ADDENDA IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (4) THE EMPLOYEE HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PROGRAM; AND (5) THE EMPLOYEE HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE OR ITS DULY AUTHORIZED DELEGATE ON ANY QUESTIONS ARISING UNDER THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

IF THE EMPLOYEE DOES NOT REJECT THE AWARD OR ELECTRONICALLY ACCEPT THE AWARD BY THE FIRST VESTING DATE FOR THE AWARD SET FORTH IN SECTION 4(a) OF THIS AGREEMENT, THE EMPLOYEE WILL BE DEEMED TO ACCEPT THE AWARD, AND THE EMPLOYEE WILL BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

SCHEDULE  
PERFORMANCE PERIODS AND PERFORMANCE VESTING REQUIREMENTS

ADDENDUM 1 TO THE ABBVIE INC.  
PERFORMANCE-VESTED RESTRICTED STOCK UNIT AGREEMENT

CONFIDENTIAL INFORMATION, INVENTIONS AND OTHER RESTRICTIONS

The Employee acknowledges that the Company and each Company Subsidiary (as defined below) (collectively, "AbbVie") has the right to protect its goodwill and interest in Confidential Information (as defined below) and obtain the benefit of certain Inventions (as defined below) developed by its employees and agents. In addition, the Employee acknowledges that the Employee had the opportunity to consult with an attorney before accepting the terms of the Agreement, including this Addendum 1. This Addendum 1 forms part of the Agreement.

In consideration of the Award granted to the Employee, and the Employee's continued access to AbbVie's Confidential Information and Inventions and training that the Employee shall receive from AbbVie, the Employee agrees as follows; provided, however, that Paragraphs 8, 9 and 11 shall not apply to the Employee if the Employee primarily performs services for AbbVie outside of the United States.

1. The Employee is engaged by AbbVie in a position of trust and confidence in which the Employee will receive, use, observe, obtain, or otherwise come into contact with or have access to Confidential Information and Inventions, and may invent, discover, initiate or otherwise contribute to Confidential Information and Inventions as an integral part of the Employee's employment.
2. As used in this Addendum 1, the following terms have the meanings specified below:
  - (a) **Company Subsidiary:** Company Subsidiary shall mean a corporation or any other commercial organization or entity (including, without limitation, Allergan plc and its subsidiaries) and any branch or office of any of the foregoing, thirty percent (30%) or more of the assets or voting securities of which the Company owns or controls, directly or indirectly.
  - (b) **Confidential Information:** Confidential Information shall mean all information disclosed to, learned by, or known by the Employee as a consequence of or through his/her employment by or potential employment with AbbVie, about AbbVie's strategies, plans, products, methods, processes, or services, including, without limitation, information relating to techniques, shop practices, formulae, organisms, parts of organisms, compounds, compositions, testing apparatus, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, pricing and sales information, equipment, devices, prototypes and models, any other information relating to research, development, discoveries, inventions, improvements, innovations, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, and all other know-how, trade secrets and proprietary information that are in AbbVie's possession and that have not been published or disclosed to the general public, and any information that provides AbbVie with a business and/or economic benefit from not being publicly available. Confidential Information also includes information AbbVie received under an obligation of confidentiality to any third party and Inventions that have not been disclosed to the public. Confidential Information also means personnel data to the extent such personnel data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to personnel data at AbbVie and financial data to the extent such financial data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to financial data at AbbVie.

- (c) Inventions: Inventions shall mean inventions, discoveries, concepts, ideas, and original works of authorship, whether or not patentable or copyrightable, including, but not limited to, compounds, compositions of matter, machines, articles of manufacture, processes, methods, formulae, software, techniques, strains and cultures, cell parts and organisms, as well as improvements thereof or know-how related thereto.
3. All identification badges, access cards or keys, automobiles, computers or other equipment, memoranda, notes, records, reports, photographs, drawings, plans, papers, computer software, compounds and other documents, products and materials made or compiled by or made available to the Employee during the course of employment with AbbVie, and any copies, summaries or abstracts thereof, whether in electronic, paper or other form and whether or not they contain or relate to Confidential Information or Inventions, are and shall be the property of AbbVie and shall be delivered to AbbVie by the Employee prior to termination of employment with AbbVie.
4. All Inventions, trademarks, trade dress, and Internet domain names, whether or not patentable, copyrightable, or registerable (including all data and records pertaining thereto) which the Employee may invent, discover, originate, make, create, author, develop, conceive, or reduce to practice during the term of employment with AbbVie or which may arise out of or result from Confidential Information obtained, provided or otherwise acquired, either directly or indirectly, by the Employee in connection with the Employee's employment with AbbVie shall be and hereby are the sole and exclusive property of AbbVie. The Employee shall promptly and fully disclose each and all such Inventions, trademarks, trade dress, and Internet domain names to AbbVie.
5. The Employee has assigned and transferred to AbbVie (or any person designated by AbbVie), and hereby does assign and transfer to AbbVie (or any person designated by AbbVie), without additional compensation, the Employee's entire right, title, and interest to all of the Inventions, trademarks, trade dress, and Internet domain names described in Paragraph 4 and any related U.S. or foreign counterparts, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto. The Employee shall execute any additional instruments AbbVie considers necessary to convey, confirm or perfect AbbVie's ownership thereof, and shall assist AbbVie in obtaining, defending and enforcing its rights therein. AbbVie shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay the Employee reasonable compensation for any time the Employee spent performing such duties at AbbVie's request after the Employee's termination of employment. In addition, the Employee shall maintain in confidence any Confidential Information, including documents and communications, disclosed to the Employee after the Employee's termination of employment.
- (a) IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF CALIFORNIA, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE U.S. STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 1. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF ILLINOIS, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2, ACT 1060 OF CHAPTER 765 OF THE ILLINOIS COMPILED STATUTES, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 2. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF NEW JERSEY, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 34:1B-265 OF THE NEW JERSEY STATUTES ANNOTATED, A COPY OF WHICH IS ATTACHED TO THIS

ADDENDUM 1 AS EXHIBIT 3. The Employee understands that nothing in this Addendum 1 is intended to expand the scope of protection provided to the Employee by the code sections attached as Exhibits 1-3. Further, if the Employee is hired by AbbVie to primarily perform services in a U.S. state other than California, Illinois, or New Jersey, to the extent that state has any law similar to that set forth in Exhibits 1-3, the applicable state law restrictions shall apply to this Addendum 1.

- (b) To the extent that any of the Inventions constitute copyrightable subject matter, AbbVie and the Employee desire such subject matter to be deemed a “work made for hire” as defined in the U.S. Copyright Act (17 U.S.C. § 101) authored and owned by AbbVie to the maximum extent permitted by law. To the extent that any such Invention is not so considered a “work made for hire” under applicable law or copyrightable subject matter, then such Invention will be deemed, upon invention, to be assigned to AbbVie, or any person designated by AbbVie, automatically without further compensation or action by either the Employee or AbbVie, and the Employee hereby confirms that the Employee has assigned such Invention to AbbVie or any person designated by AbbVie.
  - (c) Inventions, if any, that the Employee has made, created, authored, developed or conceived and reduced to practice, either alone or jointly with others, prior to the Employee’s employment with AbbVie (collectively, “Prior Creations”) are excluded from the scope of this Addendum 1.
6. Paragraphs 4 and 5 shall not apply to an Invention for which no AbbVie equipment, supplies, facility, or Confidential Information was used and which was developed entirely on the Employee’s own time, unless the Invention (a) relates (i) to the business of AbbVie or (ii) to AbbVie’s actual or demonstrably anticipated research or development, (b) results from any work the Employee performed for AbbVie, or (c) is derived from Confidential Information. The Employee affirms that the Employee has complied, and shall continue to comply, with any confidentiality obligations that the Employee has with any former employer, customer or other third party with respect to such employer’s, customer’s or third party’s confidential or proprietary information.
7. The Employee shall use all best efforts to protect the secrecy and confidentiality of Confidential Information and Inventions. The Employee shall not, either before, during or after the Employee’s term of employment with AbbVie, use or disclose, or assist in the disclosure to others, directly or indirectly, any Confidential Information or Invention, except as required and authorized in the scope of the Employee’s job responsibilities (as authorized by AbbVie) and in the furtherance of AbbVie’s business. The Employee acknowledges that the relationship of the Employee to AbbVie with respect to Confidential Information and Inventions shall be fiduciary in nature. However, and in accordance with 18 U.S.C. § 1833(b), nothing in this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, shall prevent the Employee from disclosing information, including Confidential Information, in confidence, to a U.S. federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of the law; nor shall this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, prevent the Employee from disclosing Confidential Information in a complaint or other document that is filed under seal and protected from public disclosure in a lawsuit. Nothing in this Addendum 1 is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). In addition, nothing in this Addendum 1 limits the Employee’s rights or ability to make truthful statements or disclosures regarding what the Employee in good faith alleges to be unlawful employment practices or criminal conduct by AbbVie to any U.S. federal, state or local government agency. Further, nothing in this Addendum 1 limits the Employee’s right to discuss or disclose information about unlawful acts in the workplace, such as

harassment, discrimination, retaliation, wage and hour violations or other conduct that the Employee believes is unlawful, and nothing in this Addendum 1 in any way restricts or impedes the Employee from exercising any protected rights, including rights under the U.S. National Labor Relations Act (“NLRA”), or prevents the Employee from communicating with or assisting other employees or a union with matters that have been or may be brought before the U.S. National Labor Relations Board to the extent authorized by the U.S. NLRA or other applicable law.

8. The Employee shall not, during the term of employment with AbbVie and for a period of one year after termination of employment, engage, directly or indirectly, for the benefit of the Employee or others, in any activity or employment, the performance of which will require or call upon the Employee to use or disclose any Confidential Information or Invention obtained, provided or otherwise acquired, directly or indirectly, during the term of employment with AbbVie notwithstanding any undertaking by the Employee to the contrary. This Paragraph shall not be construed to limit in any way the Employee’s obligation not to use or disclose Confidential Information and Inventions as set forth in Paragraph 7 above.
9. The Employee shall not, during the term of employment with AbbVie and for a period of two years after termination of employment, directly or indirectly, for the benefit of the Employee or others, solicit or assist in soliciting to work as an employee, independent contractor, partner, or otherwise, any employee of AbbVie about whom the Employee acquired knowledge through the Employee’s employment with AbbVie.
10. This Addendum 1 shall not be construed to limit in any way any “shop right,” “fiduciary duty” or other common law or statutory or contractual rights of AbbVie in or to any Confidential Information or Invention which AbbVie has or may have by virtue of the Employee’s employment.
11. The Employee acknowledges that the Employee is employed at will, meaning either AbbVie or the Employee may terminate the employment relationship at any time, with or without notice, and for any reason or no reason at all. Nothing in any AbbVie policy supersedes at-will employment.
12. The Employee acknowledges that a breach or a threatened breach of this Addendum 1 shall cause AbbVie to face irreparable injury, which may be difficult to quantify monetarily and that AbbVie shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders, preliminary injunctions and/or final injunctions enjoining such breach or threatened breach. In the event that AbbVie shall successfully enforce any part of this Addendum 1 through legal proceedings, the Employee shall pay AbbVie all costs and attorneys’ fees reasonably incurred by AbbVie in conjunction therewith.
13. If the Employee is performing services for AbbVie in California, Colorado, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Minnesota, Puerto Rico, Rhode Island, Washington or Wisconsin, certain provisions in this Addendum 1 are expressly modified, set forth in Exhibit 4, attached to this Addendum 1.
14. If any provision or provisions (or portions thereof) of this Addendum 1 are held to be unenforceable by any court, such provision or provisions (or portions thereof) will be limited or eliminated to the minimum extent necessary so that this Addendum 1 shall otherwise remain in full force and effect and be enforceable. In the event of any inconsistency between Section 22 of the Agreement and this Paragraph 14 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 14 shall govern.

15. AbbVie's failure or refusal either to insist upon the strict performance of any provision of this Addendum 1 or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right of this Addendum 1.
16. Except to the extent a U.S. federal statute applies, this Addendum 1 in all respects will be governed, enforced, interpreted and applied under the laws of the U.S. State of Illinois. Accordingly, Paragraphs 8 and 9 only apply if the Employee's annual earnings at AbbVie exceed the applicable thresholds stated in the Illinois Freedom to Work Act, 820 ILCS 90/1 et al. Any action that the Employee may initiate arising out of or relating either to this Addendum 1 or any other dispute between the Employee and AbbVie concerning the subject matter hereof shall be brought in state court located in Lake County, Illinois, USA or, if U.S. federal jurisdiction exists, the United States District Court for the Northern District of Illinois, Eastern Division ("Venue"), to the full extent permitted by law. The Employee irrevocably submits to the jurisdiction of the courts in the Venue and waives any objection to personal jurisdiction or Venue in these courts, including, but not limited to, the defense of an inconvenient forum to the maintenance of any related claim, and the Employee and AbbVie agree not to commence litigation of any related claim in any other Venue. As set forth in Exhibit 4, the Venue and application of Illinois law provisions set forth in this Paragraph 16 do not apply to employees currently employed in California, Colorado, Massachusetts, Minnesota or Washington. In the event of any inconsistency between Section 26 of the Agreement and this Paragraph 16 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 16 shall govern.
17. Except as expressly provided in an agreement with respect to specific benefits, and except with respect to any AbbVie Employee Agreement or other AbbVie restrictive covenant agreement previously signed by the Employee (collectively, the "Restrictive Agreements"), this Addendum 1 is the sole, entire, and complete agreement of the parties relating to the subject matter hereof, replaces and supersedes all prior versions and representations, and shall apply, notwithstanding that such employment may include significant changes in responsibilities, location, and other terms and conditions, including the nature or scope of Confidential Information or Inventions to which the Employee has access. Notwithstanding the immediately preceding sentence, if any restriction in any Restrictive Agreements the Employee has previously signed is greater than any restriction set forth in this Addendum 1, then, to the extent it is enforceable, the greater Restrictive Agreements provision shall apply and the respective obligation in this Addendum 1 shall not apply. Similarly, this Addendum 1 shall be interpreted and applied so as to enhance the protections afforded to AbbVie under any such Restrictive Agreements, and if any restriction in this Addendum 1 is greater than any provision in any Restrictive Agreements, to the extent it is enforceable, the greater restriction in this Addendum 1 shall apply and the respective provision in any such Restrictive Agreements shall not apply. The obligations under this Addendum 1 shall survive termination of employment. In addition, the Employee acknowledges that AbbVie has informed the Employee that the Employee can consult an attorney of the Employee's choosing to review this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9, and that the Employee had at least fourteen days to consider this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9. In the event of any inconsistency between Section 23 of the Agreement and this Paragraph 17 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 17 shall govern.
18. The Employee acknowledges receipt of and shall comply with the Company's Code of Business Conduct, as may be amended from time to time.

EXHIBIT 1 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
AGREEMENT

Consistent with the U.S. state of California's intellectual property assignment statute, below is a copy of California Labor Code Sections 2870-2872 Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in California law.

CALIFORNIA LABOR CODE  
SECTIONS 2870-2872

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EXHIBIT 2 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
AGREEMENT

Consistent with the U.S. state of Illinois' intellectual property assignment statute, below is a copy of Illinois Compiled Statutes, Chapter 765, Act 1060, Section 2. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in Illinois law.

ILLINOIS COMPILED STATUTES  
CHAPTER 765, ACT 1060, SECTION 2

§ 2. Employee rights to inventions—conditions.

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his [or her] invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any worked performed by the employee for the employer.

EXHIBIT 3 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
AGREEMENT

Consistent with the U.S. state of New Jersey's intellectual property assignment statute, below is a copy of New Jersey's Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in New Jersey law.

NEW JERSEY STATUTES ANNOTATED  
SECTION 34:1B-265

a. (1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that:

(a) relate to the employer's business or actual or demonstrably anticipated research or development; or

(b) result from any work performed by the employee on behalf of the employer.

(2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.

b. No employer shall require a provision made void and unenforceable by this act as a condition of employment or continued employment. Nothing in this act shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for:

(1) disclosure, provided that any disclosure shall be received in confidence, of all of an employee's inventions made solely or jointly with others during the term of the employee's employment;

(2) a review process by the employer to determine any issues that may arise; and

(3) full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

c. Nothing in this act shall be deemed to impede or otherwise diminish the rights of alienation of inventors or patent-owners.

EXHIBIT 4 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
AGREEMENT

Limited Application of Restrictive Covenants to Employees in Certain States/Districts and as to  
Licensed Attorneys

The state and district specific provisions below apply only to employees who are performing services for AbbVie in the state(s) or district listed below. If the Employee relocates to another state, then Illinois law governs and AbbVie reserves all rights to enforce Addendum 1 to the fullest extent permitted under Illinois law, notwithstanding any limitations expressed below.

California. If the Employee primarily performs services for AbbVie in California, Paragraphs 8 and 9 do not apply to the Employee after the last day of employment with AbbVie. For avoidance of doubt and notwithstanding the foregoing, Paragraph 7 applies to the Employee during and after employment with AbbVie at all times. In addition, Paragraph 16 is modified so that California law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of California, or the United States District Courts for California (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

Colorado. If the Employee primarily performs services for AbbVie in Colorado, and as of or immediately after the date of the Agreement the Employee is not employed by AbbVie as an executive, manager, or on the professional staff of an executive or manager, then Paragraphs 8 and 9 apply only to the extent necessary to protect Confidential Information. In addition, Paragraph 8 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee is a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie, and Paragraph 9 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee earned 60% or more of a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie. Also, Paragraph 16 is modified so that Colorado law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Colorado, or the United States District Courts for Colorado (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

District of Columbia. If the Employee primarily performs services for AbbVie in the District of Columbia, then Paragraph 8 will only apply if the Employee earns over \$150,000 annually.

Florida. If the Employee primarily performs services for AbbVie in Florida, then after the last day of the Employee's employment with AbbVie the restriction in Paragraph 7 not exceed 5 years following the last day of the Employee's employment with AbbVie if the Confidential Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret.

Georgia. If the Employee primarily performs services for AbbVie in Georgia, then after the last day of the Employee's employment with AbbVie: (i) the restriction in Paragraph 7 will not exceed 5 years following the last day of the Employee's employment with AbbVie if the Confidential Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret; and (ii) Paragraph 9 will prohibit the Employee from engaging in the conduct described only on behalf of a competitive business and in only the areas in which the Employee worked while employed by AbbVie.

Maryland. If the Employee primarily performs services for AbbVie in Maryland, or is currently working in Maryland, Paragraph 9 will not apply to the Employee if the Employee earns equal to or less than \$15.00 an hour or \$31,200 a year.

Massachusetts. Paragraph 16 is modified so that Massachusetts law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Massachusetts, or the United States District Courts for Massachusetts (if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Massachusetts-based employees who relocate to another state.

Minnesota. If the Employee primarily performs services for AbbVie in Minnesota, then Paragraph 8 will not apply to the Employee. Also, Paragraph 16 is modified so that Minnesota law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Minnesota, or the United States District Courts for Minnesota (if the court has jurisdiction), shall have jurisdiction over the dispute.

Puerto Rico. If the Employee primarily performs services for AbbVie in Puerto Rico, then the last two sentences of Paragraph 11 will not apply to the Employee to the extent that it conflicts with Puerto Rico Act No. 80, as amended.

Rhode Island. If the Employee primarily performs services for AbbVie in Rhode Island, then Paragraphs 4, 5, 7, 8 and 9 will not apply to the Employee if the Employee is a nonexempt-classified employee under the Fair Labor Standards Act, an undergraduate or graduate student in a short-term internship while enrolled in school, eighteen years of age or younger, or the Employee's average annual earnings, excluding hours paid at an overtime, Sunday, or holiday rate, are not more than 250% of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

Washington. Paragraph 16 is modified so that Washington law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Washington, or the United States District Courts for Washington (if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Washington-based employees who relocate to another state.

Wisconsin. If the Employee primarily performs services for AbbVie in Wisconsin, (i) Paragraphs 7 and 8 shall apply only within the geographic area in which the unauthorized disclosure or use of such information would be competitively valuable to competitors of AbbVie; (ii) Paragraphs 7 and 8 shall not

apply if: (a) such information becomes known to the general public through no fault of the Employee's; (b) the Employee already possessed such information when beginning employment with AbbVie; or (c) the Employee independently developed such information through a party other than AbbVie or its customers; and (iii) the prohibition in Paragraphs 7 and 8 on the disclosure and use of information of third parties: (x) shall apply for only the time period and in the geographic area specified in the applicable agreement with the third party, (y) in the event the agreement with the third party does not contain a geographic limit and the information obtained from the third party is not a trade secret, the prohibition shall apply only in the geographical areas in which the use of or disclosure of such information would be competitively damaging to the third party and/or AbbVie; and (z) in the event the agreement with the third party does not contain a time limitation, and the information obtained from the third party is not a trade secret, the prohibition shall apply only when the disclosure would be competitively damaging, and up to a maximum of 18 months after the termination of the Employee's employment with AbbVie.



ABBVIE INC.  
PERFORMANCE SHARE AWARD AGREEMENT

On this %%OPTION\_DATE,'MONTH DD, YYYY'%%-%% (the "Grant Date"), AbbVie Inc. (the "Company") hereby grants to %%FIRST\_NAME\_LAST\_NAME%%-%% (the "Employee") a Performance Share award (the "Award") of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%%-%% restricted stock units (the "Units"). The number of Units granted reflects the Units that may become earned based on target (100%) level achievement of the Performance Vesting Requirements. The actual number of shares of Company common stock (the "Shares") that may be issued under this Award will be determined in accordance with this Agreement by reference to the target number of Units set forth above.

The Award is granted under the Program and is subject to the terms and conditions of the Program and this Agreement. In the event of any inconsistency between this Agreement and the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. **Definitions.** To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
  - (a) **Agreement:** This Performance Share Award Agreement.
  - (b) **Cause:** Unless an alternative definition of cause applies in the Employee's Change in Control Agreement following a "Change in Control" (as defined in such agreement), cause shall mean the following, as determined by the Company in its sole discretion:
    - (i) material breach by the Employee of the terms and conditions of the Employee's employment, including, but not limited to:
      - (A) material breach by the Employee of the Company's Code of Business Conduct, as amended from time to time;
      - (B) material breach by the Employee of the Employee's Employee Agreement or employment contract, if any;
      - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;
      - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
      - (E) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or
    - (ii) material breach by the Employee of Addendum 1 to this Agreement.

For the avoidance of doubt, the above definition of Cause is substantially similar to the applicable provisions in Appendix A of the Change in Control Agreement.

- (c) **Change in Control Agreement:** An agreement regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee.
- (d) **Controlled Group:** AbbVie Inc. and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of Code Section 414 (b), (c), or (m)) with AbbVie Inc.
- (e) **Data:** Certain information, including personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, email address, date of birth, social security, passport or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (f) **Disability:** Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of their occupation or employment.
- (g) **Employee Agreement:** The Employee Agreement entered into by and between the Company or a Subsidiary and the Employee as it may be amended from time to time.
- (h) **Employee's Representative:** The Employee's legal guardian or other legal representative.
- (i) **Good Reason:** Unless an alternative definition of good reason applies in the Employee's Change in Control Agreement following a "Change in Control" (as defined in such agreement), good reason shall mean the occurrence of any of the following circumstances without the Employee's express written consent:
  - (i) a significant adverse change in the nature, scope or status of the Employee's position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an officer of a public company, the Employee ceasing to be an officer of a public company;
  - (ii) the failure by the Company or a Subsidiary to pay the Employee any portion of the Employee's current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date such compensation is due;
  - (iii) a reduction in the Employee's annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
  - (iv) the failure by the Company or a Subsidiary to award the Employee an annual bonus in any year which is at least equal to the annual bonus awarded to the Employee under the annual bonus plan of the Company or Subsidiary for the year immediately preceding the year of the Change in Control;
  - (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock

- units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
- (vi) the failure by the Company or a Subsidiary to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's or Subsidiary's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability and vacation;
- (vii) the relocation of the Employee's base office to a location that is more than 35 miles from the Employee's base office immediately prior to the Change in Control; or
- (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform this Agreement as contemplated in Section 5.
- (j) Performance Period: The period(s) specified in the attached Schedule, over which achievement of the Performance Vesting Requirements is to be measured.
- (k) Performance Vesting Requirements: The performance goals described in the attached Schedule, which must be achieved for Units to vest and the corresponding Shares to be delivered under this Award.
- (l) Program: The AbbVie Amended and Restated 2013 Incentive Stock Program, as amended from time to time.
- (m) Retirement:
- (i) Except as provided under (ii) or (iii) below, Retirement means any of the following:
- age 55 with 10 years of service; or
  - age 60 with five years of service; or
  - age 65 with three years of service.
- (ii) For Employees who (A) transferred to the Company directly from Abbott Laboratories either as a result of the Company's spin-off from Abbott Laboratories or during the period from January 1, 2013 through June 30, 2015 with the consent of each company's head of human resources, and (B) were hired into the Abbott Laboratories controlled group prior to January 1, 2004, Retirement means either of the following:
- age 50 with 10 years of service; or
  - age 65 with three years of service.
- (iii) For purposes of calculating service under this Section 1(m), except as otherwise provided by the Committee or its delegate:

- (A) subject to subsections (B), (C) and (D) below, “years of service” shall mean the aggregate period of service, expressed as a number of whole years and fractions thereof, during which the Employee served without interruption as an employee of the Controlled Group;
  - (B) service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group (for the avoidance of doubt, a period of employment of an employee with a business entity, part or all of which is or was acquired by or becomes part of the Controlled Group, will not be considered a period of service prior to the time such acquired entity has become a member of the Controlled Group);
  - (C) for Employees who transferred to the Company directly from Abbott Laboratories during the period from January 1, 2013 through June 30, 2015 either as a result of the Company’s spin-off from Abbott Laboratories or with the consent of each company’s head of human resources, service includes service with Abbott Laboratories that is counted for Retirement eligibility purposes under applicable law or Company procedures; and
  - (D) applicable law, Company procedures, and/or Program administration rules apply in determining credited service and Retirement eligibility.
- (n) Termination: A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination (whether or not in breach of local labor laws) shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary as an employee, and employment shall not be extended by any statutory or common law notice of termination period (e.g., active employment does not include a period of “garden leave” or similar period pursuant to local law). The Company shall have the exclusive discretion to determine when Termination occurs.

2. Delivery Date and Shareholder Rights. The delivery date for Shares issuable with respect to the Units is the date on which the Shares are distributable to the Employee if the Units vest pursuant to Section 4 or 5 below (the “Delivery Date”). Prior to the Delivery Date:
- (a) the Employee shall not be treated as a shareholder as to any Shares issuable under the Agreement, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
  - (b) the Employee shall not be permitted to vote any Shares issuable under the Agreement; and
  - (c) the Units will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, if any dividend or other distribution is declared and paid on Shares (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) while any of the Units remain outstanding, then a phantom dividend will be accrued that is equivalent to the actual dividend or distribution that would have been paid on a

single Share . As any Units vested and earned under this Award, the accrued phantom dividends that are attributable to the earned Shares issuable with respect to such Units will vest and be distributed to the Employee (in the form in which the actual dividend or distribution was paid to shareholders or in such other form as the Administrator deems appropriate under the circumstances) concurrently with the issuance of the earned Shares resulting from the Unit vesting. Any such distribution is subject to the Company's collection of withholding taxes applicable to the distribution.

No phantom dividends will be paid or payable to or for the benefit of the Employee (i) with respect to dividends or distributions for which the record date occurs on or after (A) the applicable Delivery Date, (B) the date the Employee has forfeited the Units, or (C) in some cases due to applicable law, the date the Units vest, or (ii) if it is not administratively practicable or feasible to make such payments. For purposes of compliance with the time and form of payment requirements of Code Section 409A, to the extent applicable, the phantom dividends shall be treated separately from the Units, and the specified date for payment of any phantom dividend to which the Employee is entitled under this Section 2 is the calendar year in which the corresponding Shares vest and are distributed to the Employee (notwithstanding anything to the contrary herein). The Employee has no right to determine the year in which phantom dividends will be paid.

3. **Restrictions.** The Units are subject to the forfeiture provisions in Sections 6 and 7 below. Shares are not earned and may not be sold, exchanged, assigned, transferred, pledged or otherwise disposed of until an event or combination of events described in subsections 4(a), (b), (c) or (d) or Section 5 occurs, except as provided in Section 24.
4. **Vesting.** The number of Shares that become issuable under this Award, as set forth in this Section 4 and subject to the provisions of Sections 5, 6, 7 and 12 below, will be calculated based on the extent to which the Performance Vesting Requirements are achieved. The Committee may equitably adjust the Performance Vesting Requirements in recognition of unusual or non-recurring events affecting the Company or any Subsidiary or the financial statements of the Company or any Subsidiary, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be unusual in nature or infrequent in occurrence or related to the acquisition or disposal of a business or assets or related to a change in accounting principles.
  - (a) **Performance.** Subject to subsections (b), (c) and (d) below, if the Employee remains employed with the Company or its Subsidiaries as of the vesting date, which is February 28, 2028 (or if such date is not a business day, the last business day preceding such date), then the Units may be earned as determined in accordance with the Schedule. The Delivery Date for the Shares to be delivered as a result of Units being earned under this subsection (a) shall be no later than 75 days after the vesting date.
  - (b) **Retirement.** In the event of the Employee's Termination due to Retirement, the Award will remain in effect and any Units not previously vested may vest as set forth in subsection 4(a) above.
  - (c) **Death.** In the event of the Employee's Termination due to death, any Units not previously vested will vest and be settled (for the person or persons to whom rights under the Award

have passed by will or the laws of descent or distribution) in the form of Shares as soon as practicable after, and effective as of, the date of death. The extent to which the Units are earned, and the number of Shares to be delivered as a result, will be determined based on the greater of (A) performance through the date of Termination measured against the Performance Vesting Requirements using, as applicable, adjusted earnings per share calculated through the most recent quarterly earnings release preceding or coinciding with the date of Termination and relative total shareholder return ("TSR") calculated as of the date of Termination, and (B) the target vesting level for the Award, as described in the first paragraph of this Agreement.

- (d) **Disability.** In the event of the Employee's Termination due to Disability, any Units not previously vested will vest and be settled in the form of Shares as soon as practicable after, and effective as of, the date of Termination due to Disability. The extent to which the Units are earned, and the number of Shares to be delivered as a result, will be determined based on the greater of (A) performance through the date of Termination measured against the Performance Vesting Requirements using, as applicable, adjusted earnings per share calculated through the most recent quarterly earnings release preceding or coinciding with the date of Termination and relative TSR calculated as of the date of Termination, and (B) the target vesting level for the Award, as described in the first paragraph of this Agreement.

5. **Change in Control.** In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Award with an award of at least equal value and terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Award, the Units will vest and be immediately settled on the date of the Change in Control, as described below.

If the Surviving Entity does assume, convert or replace this Award, then in the event the Employee's Termination (a) occurs within the time period beginning six months immediately before a Change in Control and ending two years immediately following such Change in Control, and (b) was initiated by the Company (or the Surviving Entity) for a reason other than Cause or was initiated by the Employee for Good Reason, the Units will vest on the later of the date of the Change in Control and the date of the Employee's Termination (referred to herein as the "Applicable Vesting Date").

The extent to which the Units are earned, and the number of Shares to be delivered as a result, will be determined based on the greatest of (A) performance through the date of the Change in Control measured against the Performance Vesting Requirements using the most recent earnings information released before or on the date of the Change in Control and relative TSR calculated immediately before the Change in Control; (B) performance through the date of the Termination measured against the Performance Vesting Requirements using the most recent earnings information released before or on the date of the Termination and relative TSR calculated as of the

date of Termination; and (C) the target vesting level for the Award, as described in the first paragraph of this Agreement.

The provisions of this Section 5 shall supersede Section 13(a) (iv) and (v) of the Program.

6. **Effect of Certain Bad Acts.** Any Units not previously settled will be cancelled and forfeited immediately if the Employee engages in activity that constitutes Cause, as determined in the sole opinion and discretion of the Committee or its delegate, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary.
7. **Forfeiture of Units; Recoupment.**
  - (a) **Effect of Termination.** In the event of the Employee's Termination for any reason other than those set forth in subsections 4(b), (c) or (d) or Section 5, any Units that have not vested as of the date of Termination will be forfeited without consideration to the Employee or the Employee's Representative. In the event that the Employee is terminated by the Company other than for Cause and in a situation not covered by Section 5, the Company may, in its sole discretion, cause some or all of the Units to remain in effect and subject to vesting in accordance with the provisions of subsection 4(a), in which case such Units will be settled in the form of Shares on the Delivery Date set forth in subsection 4(a) above as if the Employee had remained employed on such dates.
  - (b) **Recoupment.** Without limiting Section 14(q) of the Program, the Units, any Shares issued upon settlement of the Units and any proceeds therefrom shall be subject to and remain subject to any incentive compensation clawback or recoupment policy of the Company (i) currently in effect, (ii) as may be adopted by the Company to comply with applicable law and/or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 10D of the Exchange Act, Rule 10D-1 thereunder and Section 303A.14 of the New York Stock Exchange Listed Company Manual, or (iii) as may be adopted by the Company to facilitate the Company's objectives related to eliminating or reducing fraud, misconduct, wrongdoing, or violations of law by an employee or other service provider or related to improving the Company's governance practices or similar considerations and, in each case, as may be amended from time to time (the "Recoupment Policy"), with the provisions contained in such Recoupment Policy deemed incorporated into this Agreement without the Employee's additional or separate consent. For purposes of the foregoing, the Employee expressly and explicitly authorizes the Company to issue instructions, on the Employee's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to the Units to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the Recoupment Policy. In accepting the Award and the terms of this Agreement, the Employee acknowledges and agrees that the Recoupment Policy shall apply to all other forms of incentive compensation awarded to the Employee, as well. No recovery of compensation as described in this Section will be an event giving rise to the Employee's right to resign for "good reason" or "constructive termination" (or

similar term) under any plan of, or agreement with, the Company, a Subsidiary and/or the Employee.

8. **Withholding Taxes.** To the extent permitted under applicable law and by the Company, the Employee may satisfy any U.S. or non-U.S. federal, state, local or other applicable taxes arising from the grant of the Award, the vesting of Units or the delivery of Shares pursuant to this Agreement by:
- (a) tendering a cash payment;
  - (b) having the Company withhold Shares from the Shares to be delivered to satisfy the applicable withholding tax;
  - (c) delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds to satisfy the applicable withholding tax; or
  - (d) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld.

The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Employee pursuant to this Agreement or (to the extent permitted by applicable law, including without limitation Code Section 409A) from any other compensation or other amount owing to the Employee, such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds for tax purposes from the Shares otherwise to be delivered to the Employee, the Employee is deemed to have been issued the full number of Shares underlying the Award, subject to the vesting requirements set forth in this Agreement.

Notwithstanding the foregoing, if the Employee is subject to Section 16(b) of the Exchange Act, the Company will withhold using the method described in subsection 8(b) above unless the use of such withholding method is problematic under applicable laws or has materially adverse accounting consequences, in which case the Committee shall determine which of the other methods described in this Section 8 or in the Program shall be used to satisfy the applicable withholding obligations.

9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program do not and shall not be interpreted to:
- (a) form an employment contract or relationship with the Company or its Subsidiaries;
  - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
  - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. **Nature of Grant.** In accepting this Award, the Employee acknowledges and agrees that:
- (a) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;

- (b) this Award is a one-time benefit and does not create any contractual or other right to receive future grants of Units, benefits in lieu of Units, or other Program Benefits in the future, even if Units have been granted repeatedly in the past;
- (c) all decisions with respect to future Unit grants, if any, and their terms and conditions, will be made by the Company, in its sole discretion;
- (d) nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
- (e) the Employee is voluntarily participating in the Program;
- (f) the Units and Shares subject to the Units are:
  - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
  - (ii) not intended to replace any pension rights or compensation;
  - (iii) not part of the Employee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should they be considered as compensation for, or relating in any way to, past services for the Company or any of its Subsidiaries;
- (g) the future value of the Shares underlying the Units is unknown and cannot be predicted with certainty;
- (h) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from the Units resulting from (i) Termination (for any reason whatsoever) and/or (ii) the application of Sections 6 and/or 7 above and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;
- (i) the Units and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Units, the amount realized upon settlement of the Units or the amount realized upon a subsequent sale of any Shares acquired upon settlement of the Units, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

11. Data Privacy.

- (a) Pursuant to applicable personal data protection laws, the Employee is hereby notified and acknowledges that the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's

participation in the Program. The Employee's choice to deny and/or object to the collection, processing and transfer of personal Data may affect the Employee's ability to participate in the Program. For more information about how the Company may collect, process, and transfer personal Data, please see the AbbVie Employee Privacy Notice applicable to the Employee's jurisdiction: [AbbVie Employee Privacy Notice](#).

- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the purpose of implementing, administering and managing the Employee's participation in the Program, including meeting legal obligations related thereto. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world, and cross-border transfers of Data will be supported by required onward transfer mechanisms, including standard contractual clauses where applicable.
- (d) The Employee may, at any time, exercise the Employee's rights provided under applicable personal data protection laws, which may include the right to:
  - (i) obtain confirmation as to the existence of the Data;
  - (ii) verify the content, origin and accuracy of the Data;
  - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
  - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting the Employee's local human resources manager.

12. **Form of Payment.** The Company may, in its sole discretion, settle the Employee's Units in the form of a cash payment to the extent settlement in Shares: (a) is prohibited under local law; (b) would require the Employee, the Company and/or its Subsidiaries to obtain the approval of any governmental and/or regulatory body in the Employee's country; (c) would result in adverse tax consequences for the Employee or the Company; or (d) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Employee's Units in the form of Shares but require the Employee to sell such Shares immediately or within a specified period of time following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).
13. **Private Placement.** This Award is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Award is not subject to the supervision of the local securities authorities.
14. **Exchange Controls.** As a condition to this Award, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
15. **Compliance with Applicable Laws and Regulations.**
  - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
  - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or its Subsidiaries, if any. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, vesting or settlement of the Units, the issuance of Shares upon payment of the Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or Dividend Equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. If the Employee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction. If the Employee

relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local laws, rules or regulations, to facilitate the operation and administration of the Award and the Program and/or to accommodate the Employee's relocation.

- (c) The Employee acknowledges that, depending on the Employee's or the broker's country of residence or where the Shares are listed, the Employee may be subject to insider trading restrictions and/or market abuse laws which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Units) or rights linked to the value of Shares during such times the Employee is considered to have "inside information" regarding the Company as defined in the laws or regulations in the Employee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee placed before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Employee understands that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Employee acknowledges that it is the Employee's responsibility to comply with any restrictions and the Employee is advised to speak to the Employee's personal legal advisor on this matter.

- 16. Code Section 409A. Payments made pursuant to this Agreement are intended to be exempt from or otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A, the Employee shall not be deemed to have had a Termination unless the Employee has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and if the Employee is a "specified employee" under Code Section 409A at the time of the Employee's separation from service, amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Employee's Termination (including Retirement) shall instead be paid on the first business day after the date that is six months following the Employee's Termination (or upon the Employee's death, if earlier). For purposes of Code Section 409A, to the extent applicable: (a) all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Employee is entitled under this Agreement shall be treated as a separate payment; (b) except as otherwise provided in Section 13(a) of the Program or Section 5 of this Agreement, upon the vesting of the Units pursuant to Section 5 of this Agreement, any Units not previously settled on a Delivery Date shall be settled as soon as administratively possible after, and effective as of, the date of the Change in Control or the date of the Employee's Termination (as applicable); (c) the date of the Employee's Disability shall be

determined by the Company in its sole discretion; and (d) notwithstanding any provision of the Program or this Agreement to the contrary, it will not be a violation of the Program or this Agreement, and the Employee will have no right to damages, if the Units are settled during any period permitted by Code Section 409A.

Although this Agreement and the payments provided hereunder are intended to be exempt from or otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisors shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

17. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Award, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Units and on any Shares acquired under the Program, to the extent the Company or any Subsidiary determines it is necessary or advisable to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the Units and the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
19. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Program

through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

21. Addenda.
  - (a) Addendum 1 – Confidential Information, Inventions and Other Restrictions. By accepting the Award, the Employee agrees to the terms of the addendum attached hereto as Addendum 1. Addendum 1 constitutes part of this Agreement.
  - (b) Addendum 2 – Jurisdiction -Specific Provisions. This Award shall be subject to any special terms and conditions set forth in Addendum 2 to this Agreement for the Employee's country or jurisdiction. Moreover, if the Employee relocates to one of the countries or jurisdictions included in Addendum 2, the special terms and conditions for such country or jurisdiction will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and/or regulations or facilitate the operation and administration of the Units and the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). Addendum 2 constitutes part of this Agreement.
22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
23. Entire Agreement. This Agreement, the Program and the Employee's Change in Control Agreement constitute the entire agreement between the Employee and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award (including, for the avoidance of doubt, any severance plan or policy applicable to the Employee), and Employee agrees that, as a condition to receiving this Award, the Employee waives the right to any accelerated vesting of the Award pursuant to any other plan, program or arrangement in effect or entered into prior to the date hereof. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed or clarified by the parties, except in a writing specifying the modification, change or clarification signed by a duly authorized Company officer.
24. Succession. This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
25. Language. The Employee acknowledges and agrees that it is the Employee's express intent that this Agreement, the Program and all other documents, notices and legal proceedings entered into,

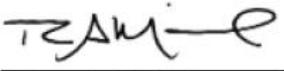
given or instituted pursuant to the Award, be drawn up in English. If the Employee is in a country where English is not an official language, the Employee acknowledges that the Employee is sufficiently proficient in English or has had the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow the Employee to understand the terms and conditions of this Agreement, the Program and any other documents related to the Award. If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

26. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any state's conflict of laws principles. For any legal action relating to this Agreement, the parties to this Agreement consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois, USA, and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, USA.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

ABBVIE INC.

By:   
Robert A. Michael  
Chief Executive Officer

EMPLOYEE

By: SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE AWARD, THE EMPLOYEE AGREES THAT (1) SUCH ACCEPTANCE CONSTITUTES THE EMPLOYEE'S ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (2) THE EMPLOYEE AGREES TO BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (3) THE EMPLOYEE HAS REVIEWED THE PROGRAM, THE AGREEMENT AND THE ADDENDA IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (4) THE EMPLOYEE HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PROGRAM; AND (5) THE EMPLOYEE HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE OR ITS

DULY AUTHORIZED DELEGATE ON ANY QUESTIONS ARISING UNDER THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

IF THE EMPLOYEE DOES NOT REJECT THE AWARD OR ELECTRONICALLY ACCEPT THE AWARD BY THE DATE THE AWARD FIRST VESTS AS SET FORTH IN THIS AGREEMENT, THE EMPLOYEE WILL BE DEEMED TO ACCEPT THE AWARD, AND THE EMPLOYEE WILL BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

SCHEDULE  
PERFORMANCE PERIODS AND PERFORMANCE VESTING REQUIREMENTS

ADDENDUM 1 TO THE ABBVIE INC.  
PERFORMANCE SHARE AWARD AGREEMENT

CONFIDENTIAL INFORMATION, INVENTIONS AND OTHER RESTRICTIONS

The Employee acknowledges that the Company and each Company Subsidiary (as defined below) (collectively, "AbbVie") has the right to protect its goodwill and interest in Confidential Information (as defined below) and obtain the benefit of certain Inventions (as defined below) developed by its employees and agents. In addition, the Employee acknowledges that the Employee had the opportunity to consult with an attorney before accepting the terms of the Agreement, including this Addendum 1. This Addendum 1 forms part of the Agreement.

In consideration of the Award granted to the Employee, and the Employee's continued access to AbbVie's Confidential Information and Inventions and training that the Employee shall receive from AbbVie, the Employee agrees as follows; provided, however, that Paragraphs 8, 9 and 11 shall not apply to the Employee if the Employee primarily performs services for AbbVie outside of the United States.

1. The Employee is engaged by AbbVie in a position of trust and confidence in which the Employee will receive, use, observe, obtain, or otherwise come into contact with or have access to Confidential Information and Inventions, and may invent, discover, initiate or otherwise contribute to Confidential Information and Inventions as an integral part of the Employee's employment.
2. As used in this Addendum 1, the following terms have the meanings specified below:
  - (a) **Company Subsidiary:** Company Subsidiary shall mean a corporation or any other commercial organization or entity (including, without limitation, Allergan plc and its subsidiaries) and any branch or office of any of the foregoing, thirty percent (30%) or more of the assets or voting securities of which the Company owns or controls, directly or indirectly.
  - (b) **Confidential Information:** Confidential Information shall mean all information disclosed to, learned by, or known by the Employee as a consequence of or through his/her employment by or potential employment with AbbVie, about AbbVie's strategies, plans, products, methods, processes, or services, including, without limitation, information relating to techniques, shop practices, formulae, organisms, parts of organisms, compounds, compositions, testing apparatus, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, pricing and sales information, equipment, devices, prototypes and models, any other information relating to research, development, discoveries, inventions, improvements, innovations, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, and all other know-how, trade secrets and proprietary information that are in AbbVie's possession and that have not been published or disclosed to the general public, and any information that provides AbbVie with a business and/or economic benefit from not being publicly available. Confidential Information also includes information AbbVie received under an obligation of confidentiality to any third party and Inventions that have not been disclosed to the public. Confidential Information also means personnel data to the extent such personnel data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to personnel data at AbbVie and financial data to the extent such financial data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to financial data at AbbVie.

- (c) Inventions: Inventions shall mean inventions, discoveries, concepts, ideas, and original works of authorship, whether or not patentable or copyrightable, including, but not limited to, compounds, compositions of matter, machines, articles of manufacture, processes, methods, formulae, software, techniques, strains and cultures, cell parts and organisms, as well as improvements thereof or know-how related thereto.
3. All identification badges, access cards or keys, automobiles, computers or other equipment, memoranda, notes, records, reports, photographs, drawings, plans, papers, computer software, compounds and other documents, products and materials made or compiled by or made available to the Employee during the course of employment with AbbVie, and any copies, summaries or abstracts thereof, whether in electronic, paper or other form and whether or not they contain or relate to Confidential Information or Inventions, are and shall be the property of AbbVie and shall be delivered to AbbVie by the Employee prior to termination of employment with AbbVie.
4. All Inventions, trademarks, trade dress, and Internet domain names, whether or not patentable, copyrightable, or registerable (including all data and records pertaining thereto) which the Employee may invent, discover, originate, make, create, author, develop, conceive, or reduce to practice during the term of employment with AbbVie or which may arise out of or result from Confidential Information obtained, provided or otherwise acquired, either directly or indirectly, by the Employee in connection with the Employee's employment with AbbVie shall be and hereby are the sole and exclusive property of AbbVie. The Employee shall promptly and fully disclose each and all such Inventions, trademarks, trade dress, and Internet domain names to AbbVie.
5. The Employee has assigned and transferred to AbbVie (or any person designated by AbbVie), and hereby does assign and transfer to AbbVie (or any person designated by AbbVie), without additional compensation, the Employee's entire right, title, and interest to all of the Inventions, trademarks, trade dress, and Internet domain names described in Paragraph 4 and any related U.S. or foreign counterparts, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto. The Employee shall execute any additional instruments AbbVie considers necessary to convey, confirm or perfect AbbVie's ownership thereof, and shall assist AbbVie in obtaining, defending and enforcing its rights therein. AbbVie shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay the Employee reasonable compensation for any time the Employee spent performing such duties at AbbVie's request after the Employee's termination of employment. In addition, the Employee shall maintain in confidence any Confidential Information, including documents and communications, disclosed to the Employee after the Employee's termination of employment.
- (a) IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF CALIFORNIA, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE U.S. STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 1. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF ILLINOIS, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2, ACT 1060 OF CHAPTER 765 OF THE ILLINOIS COMPILED STATUTES, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 2. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF NEW JERSEY, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 34:1B-265 OF THE NEW JERSEY

STATUTES ANNOTATED, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 3. The Employee understands that nothing in this Addendum 1 is intended to expand the scope of protection provided to the Employee by the code sections attached as Exhibits 1-3. Further, if the Employee is hired by AbbVie to primarily perform services in a U.S. state other than California, Illinois, or New Jersey, to the extent that state has any law similar to that set forth in Exhibits 1-3, the applicable state law restrictions shall apply to this Addendum 1.

- (b) To the extent that any of the Inventions constitute copyrightable subject matter, AbbVie and the Employee desire such subject matter to be deemed a “work made for hire” as defined in the U.S. Copyright Act (17 U.S.C. § 101) authored and owned by AbbVie to the maximum extent permitted by law. To the extent that any such Invention is not so considered a “work made for hire” under applicable law or copyrightable subject matter, then such Invention will be deemed, upon invention, to be assigned to AbbVie, or any person designated by AbbVie, automatically without further compensation or action by either the Employee or AbbVie, and the Employee hereby confirms that the Employee has assigned such Invention to AbbVie or any person designated by AbbVie.
  - (c) Inventions, if any, that the Employee has made, created, authored, developed or conceived and reduced to practice, either alone or jointly with others, prior to the Employee’s employment with AbbVie (collectively, “Prior Creations”) are excluded from the scope of this Addendum 1.
6. Paragraphs 4 and 5 shall not apply to an Invention for which no AbbVie equipment, supplies, facility, or Confidential Information was used and which was developed entirely on the Employee’s own time, unless the Invention (a) relates (i) to the business of AbbVie or (ii) to AbbVie’s actual or demonstrably anticipated research or development, (b) results from any work the Employee performed for AbbVie, or (c) is derived from Confidential Information. The Employee affirms that the Employee has complied, and shall continue to comply, with any confidentiality obligations that the Employee has with any former employer, customer or other third party with respect to such employer’s, customer’s or third party’s confidential or proprietary information.
7. The Employee shall use all best efforts to protect the secrecy and confidentiality of Confidential Information and Inventions. The Employee shall not, either before, during or after the Employee’s term of employment with AbbVie, use or disclose, or assist in the disclosure to others, directly or indirectly, any Confidential Information or Invention, except as required and authorized in the scope of the Employee’s job responsibilities (as authorized by AbbVie) and in the furtherance of AbbVie’s business. The Employee acknowledges that the relationship of the Employee to AbbVie with respect to Confidential Information and Inventions shall be fiduciary in nature. However, and in accordance with 18 U.S.C. § 1833(b), nothing in this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, shall prevent the Employee from disclosing information, including Confidential Information, in confidence, to a U.S. federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of the law; nor shall this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, prevent the Employee from disclosing Confidential Information in a complaint or other document that is filed under seal and protected from public disclosure in a lawsuit. Nothing in this Addendum 1 is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). In addition, nothing in this Addendum 1 limits the Employee’s rights or ability to make truthful statements or disclosures regarding what the Employee in good faith alleges to be unlawful employment practices or criminal conduct by AbbVie to any U.S.

federal, state or local government agency. Further, nothing in this Addendum 1 limits the Employee's right to discuss or disclose information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, wage and hour violations or other conduct that the Employee believes is unlawful, and nothing in this Addendum 1 in any way restricts or impedes the Employee from exercising any protected rights, including rights under the U.S. National Labor Relations Act ("NLRA"), or prevents the Employee from communicating with or assisting other employees or a union with matters that have been or may be brought before the U.S. National Labor Relations Board to the extent authorized by the U.S. NLRA or other applicable law.

8. The Employee shall not, during the term of employment with AbbVie and for a period of one year after termination of employment, engage, directly or indirectly, for the benefit of the Employee or others, in any activity or employment, the performance of which will require or call upon the Employee to use or disclose any Confidential Information or Invention obtained, provided or otherwise acquired, directly or indirectly, during the term of employment with AbbVie notwithstanding any undertaking by the Employee to the contrary. This Paragraph shall not be construed to limit in any way the Employee's obligation not to use or disclose Confidential Information and Inventions as set forth in Paragraph 7 above.
9. The Employee shall not, during the term of employment with AbbVie and for a period of two years after termination of employment, directly or indirectly, for the benefit of the Employee or others, solicit or assist in soliciting to work as an employee, independent contractor, partner, or otherwise, any employee of AbbVie about whom the Employee acquired knowledge through the Employee's employment with AbbVie.
10. This Addendum 1 shall not be construed to limit in any way any "shop right," "fiduciary duty" or other common law or statutory or contractual rights of AbbVie in or to any Confidential Information or Invention which AbbVie has or may have by virtue of the Employee's employment.
11. The Employee acknowledges that the Employee is employed at will, meaning either AbbVie or the Employee may terminate the employment relationship at any time, with or without notice, and for any reason or no reason at all. Nothing in any AbbVie policy supersedes at-will employment.
12. The Employee acknowledges that a breach or a threatened breach of this Addendum 1 shall cause AbbVie to face irreparable injury, which may be difficult to quantify monetarily and that AbbVie shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders, preliminary injunctions and/or final injunctions enjoining such breach or threatened breach. In the event that AbbVie shall successfully enforce any part of this Addendum 1 through legal proceedings, the Employee shall pay AbbVie all costs and attorneys' fees reasonably incurred by AbbVie in conjunction therewith.
13. If the Employee is performing services for AbbVie in California, Colorado, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Minnesota, Puerto Rico, Rhode Island, Washington or Wisconsin, certain provisions in this Addendum 1 are expressly modified, set forth in Exhibit 4, attached to this Addendum 1.
14. If any provision or provisions (or portions thereof) of this Addendum 1 are held to be unenforceable by any court, such provision or provisions (or portions thereof) will be limited or eliminated to the minimum extent necessary so that this Addendum 1 shall otherwise remain in full force and effect and be enforceable. In the event of any inconsistency between Section 22 of the Agreement and this Paragraph 14 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 14 shall govern.

15. AbbVie's failure or refusal either to insist upon the strict performance of any provision of this Addendum 1 or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right of this Addendum 1.
16. Except to the extent a U.S. federal statute applies, this Addendum 1 in all respects will be governed, enforced, interpreted and applied under the laws of the U.S. State of Illinois. Accordingly, Paragraphs 8 and 9 only apply if the Employee's annual earnings at AbbVie exceed the applicable thresholds stated in the Illinois Freedom to Work Act, 820 ILCS 90/1 et al. Any action that the Employee may initiate arising out of or relating either to this Addendum 1 or any other dispute between the Employee and AbbVie concerning the subject matter hereof shall be brought in state court located in Lake County, Illinois, USA or, if U.S. federal jurisdiction exists, the United States District Court for the Northern District of Illinois, Eastern Division ("Venue"), to the full extent permitted by law. The Employee irrevocably submits to the jurisdiction of the courts in the Venue and waives any objection to personal jurisdiction or Venue in these courts, including, but not limited to, the defense of an inconvenient forum to the maintenance of any related claim, and the Employee and AbbVie agree not to commence litigation of any related claim in any other Venue. As set forth in Exhibit 4, the Venue and application of Illinois law provisions set forth in this Paragraph 16 do not apply to employees currently employed in California, Colorado, Massachusetts, Minnesota or Washington. In the event of any inconsistency between Section 26 of the Agreement and this Paragraph 16 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 16 shall govern.
17. Except as expressly provided in an agreement with respect to specific benefits, and except with respect to any AbbVie Employee Agreement or other AbbVie restrictive covenant agreement previously signed by the Employee (collectively, the "Restrictive Agreements"), this Addendum 1 is the sole, entire, and complete agreement of the parties relating to the subject matter hereof, replaces and supersedes all prior versions and representations, and shall apply, notwithstanding that such employment may include significant changes in responsibilities, location, and other terms and conditions, including the nature or scope of Confidential Information or Inventions to which the Employee has access. Notwithstanding the immediately preceding sentence, if any restriction in any Restrictive Agreements the Employee has previously signed is greater than any restriction set forth in this Addendum 1, then, to the extent it is enforceable, the greater Restrictive Agreements provision shall apply and the respective obligation in this Addendum 1 shall not apply. Similarly, this Addendum 1 shall be interpreted and applied so as to enhance the protections afforded to AbbVie under any such Restrictive Agreements, and if any restriction in this Addendum 1 is greater than any provision in any Restrictive Agreements, to the extent it is enforceable, the greater restriction in this Addendum 1 shall apply and the respective provision in any such Restrictive Agreements shall not apply. The obligations under this Addendum 1 shall survive termination of employment. In addition, the Employee acknowledges that AbbVie has informed the Employee that the Employee can consult an attorney of the Employee's choosing to review this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9, and that the Employee had at least fourteen days to consider this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9. In the event of any inconsistency between Section 23 of the Agreement and this Paragraph 17 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 17 shall govern.
18. The Employee acknowledges receipt of and shall comply with the Company's Code of Business Conduct, as may be amended from time to time.

EXHIBIT 1 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE SHARE AWARD AGREEMENT

Consistent with the U.S. state of California's intellectual property assignment statute, below is a copy of California Labor Code Sections 2870-2872 Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in California law.

CALIFORNIA LABOR CODE  
SECTIONS 2870-2872

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EXHIBIT 2 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE SHARE AWARD AGREEMENT

Consistent with the U.S. state of Illinois' intellectual property assignment statute, below is a copy of Illinois Compiled Statutes, Chapter 765, Act 1060, Section 2. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in Illinois law.

ILLINOIS COMPILED STATUTES  
CHAPTER 765, ACT 1060, SECTION 2

§ 2. Employee rights to inventions—conditions.

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his [or her] invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any worked performed by the employee for the employer.

EXHIBIT 3 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE SHARE AWARD AGREEMENT

Consistent with the U.S. state of New Jersey's intellectual property assignment statute, below is a copy of New Jersey's Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in New Jersey law.

NEW JERSEY STATUTES ANNOTATED  
SECTION 34:1B-265

a. (1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that:

(a) relate to the employer's business or actual or demonstrably anticipated research or development; or

(b) result from any work performed by the employee on behalf of the employer.

(2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.

b. No employer shall require a provision made void and unenforceable by this act as a condition of employment or continued employment. Nothing in this act shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for:

(1) disclosure, provided that any disclosure shall be received in confidence, of all of an employee's inventions made solely or jointly with others during the term of the employee's employment;

(2) a review process by the employer to determine any issues that may arise; and

(3) full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

c. Nothing in this act shall be deemed to impede or otherwise diminish the rights of alienation of inventors or patent-owners.

EXHIBIT 4 TO ADDENDUM 1  
TO THE ABBVIE INC. PERFORMANCE SHARE AWARD AGREEMENT

Limited Application of Restrictive Covenants to Employees in Certain States/Districts and as to  
Licensed Attorneys

The state and district specific provisions below apply only to employees who are performing services for AbbVie in the state(s) or district listed below. If the Employee relocates to another state, then Illinois law governs and AbbVie reserves all rights to enforce Addendum 1 to the fullest extent permitted under Illinois law, notwithstanding any limitations expressed below.

California. If the Employee primarily performs services for AbbVie in California, Paragraphs 8 and 9 do not apply to the Employee after the last day of employment with AbbVie. For avoidance of doubt and notwithstanding the foregoing, Paragraph 7 applies to the Employee during and after employment with AbbVie at all times. In addition, Paragraph 16 is modified so that California law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of California, or the United States District Courts for California (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

Colorado. If the Employee primarily performs services for AbbVie in Colorado, and as of or immediately after the date of the Agreement the Employee is not employed by AbbVie as an executive, manager, or on the professional staff of an executive or manager, then Paragraphs 8 and 9 apply only to the extent necessary to protect Confidential Information. In addition, Paragraph 8 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee is a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie, and Paragraph 9 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee earned 60% or more of a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie. Also, Paragraph 16 is modified so that Colorado law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Colorado, or the United States District Courts for Colorado (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

District of Columbia. If the Employee primarily performs services for AbbVie in the District of Columbia, then Paragraph 8 will only apply if the Employee earns over \$150,000 annually.

Florida. If the Employee primarily performs services for AbbVie in Florida, then after the last day of the Employee's employment with AbbVie the restriction in Paragraph 7 not exceed 5 years following the last day of the Employee's employment with AbbVie if the Confidential Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret.

Georgia. If the Employee primarily performs services for AbbVie in Georgia, then after the last day of the Employee's employment with AbbVie: (i) the restriction in Paragraph 7 will not exceed 5 years

following the last day of the Employee's employment with AbbVie if the Confidential Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret; and (ii) Paragraph 9 will prohibit the Employee from engaging in the conduct described only on behalf of a competitive business and in only the areas in which the Employee worked while employed by AbbVie.

Maryland. If the Employee primarily performs services for AbbVie in Maryland, or is currently working in Maryland, Paragraph 9 will not apply to the Employee if the Employee earns equal to or less than \$15.00 an hour or \$31,200 a year.

Massachusetts. Paragraph 16 is modified so that Massachusetts law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Massachusetts, or the United States District Courts for Massachusetts (if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Massachusetts-based employees who relocate to another state.

Minnesota. If the Employee primarily performs services for AbbVie in Minnesota, then Paragraph 8 will not apply to the Employee. Also, Paragraph 16 is modified so that Minnesota law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Minnesota, or the United States District Courts for Minnesota (if the court has jurisdiction), shall have jurisdiction over the dispute.

Puerto Rico. If the Employee primarily performs services for AbbVie in Puerto Rico, then the last two sentences of Paragraph 11 will not apply to the Employee to the extent that it conflicts with Puerto Rico Act No. 80, as amended.

Rhode Island. If the Employee primarily performs services for AbbVie in Rhode Island, then Paragraphs 4, 5, 7, 8 and 9 will not apply to the Employee if the Employee is a nonexempt-classified employee under the Fair Labor Standards Act, an undergraduate or graduate student in a short-term internship while enrolled in school, eighteen years of age or younger, or the Employee's average annual earnings, excluding hours paid at an overtime, Sunday, or holiday rate, are not more than 250% of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

Washington. Paragraph 16 is modified so that Washington law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Washington, or the United States District Courts for Washington (if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Washington-based employees who relocate to another state.

Wisconsin. If the Employee primarily performs services for AbbVie in Wisconsin, (i) Paragraphs 7 and 8 shall apply only within the geographic area in which the unauthorized disclosure or use of such information would be competitively valuable to competitors of AbbVie; (ii) Paragraphs 7 and 8 shall not apply if: (a) such information becomes known to the general public through no fault of the Employee's; (b) the Employee already possessed such information when beginning employment with AbbVie; or (c) the Employee independently developed such information through a party other than AbbVie or its customers;

and (iii) the prohibition in Paragraphs 7 and 8 on the disclosure and use of information of third parties: (x) shall apply for only the time period and in the geographic area specified in the applicable agreement with the third party, (y) in the event the agreement with the third party does not contain a geographic limit and the information obtained from the third party is not a trade secret, the prohibition shall apply only in the geographical areas in which the use of or disclosure of such information would be competitively damaging to the third party and/or AbbVie; and (z) in the event the agreement with the third party does not contain a time limitation, and the information obtained from the third party is not a trade secret, the prohibition shall apply only when the disclosure would be competitively damaging, and up to a maximum of 18 months after the termination of the Employee's employment with AbbVie.





ABBVIE INC.  
NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

On this %%OPTION\_DATE,'MONTH DD, YYYY'%%-% (the "Grant Date"), AbbVie Inc. (the "Company") hereby grants to %%FIRST\_NAME\_LAST\_NAME%%-% (the "Director") a Restricted Stock Unit award (the "Award") of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%%-% restricted stock units (the "Units") representing the right to receive an equal number of Shares on a specified Delivery Date.

The Award is granted under the Program and is subject to the terms and conditions of the Program and this Agreement. In the event of any inconsistency between this Agreement and the Program, the Program shall control.

The terms and conditions of the Award are as follows:

1. Definitions. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
  - (a) Agreement: This Restricted Stock Unit Agreement.
  - (b) Data: Certain information, including personal information about the Director held by the Company and the Subsidiary for which the Director provides services (if applicable), including (but not limited to) the Director's name, home address and telephone number, email address, date of birth, social security, passport or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Awards or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Director's favor, for the purpose of managing and administering the Program.
  - (c) Director's Representative: The Director's legal guardian or other legal representative.
  - (d) Program: The AbbVie Amended and Restated 2013 Incentive Stock Program, as amended from time to time.
  - (e) Termination: A termination from service for any reason (including death or retirement) with the Board of Directors of the Company and all Subsidiaries.
2. Delivery Date and Shareholder Rights. The delivery date for Shares underlying the Units is the date on which the Shares are payable to the Director after the Restrictions on such Units lapse pursuant to Section 4 below (each a "Delivery Date"). Prior to the Delivery Date:
  - (a) the Director shall not be treated as a shareholder as to those Shares underlying the Units, and shall have only a contractual right to receive Shares, unsecured by any assets of the Company or its Subsidiaries;
  - (b) the Director shall not be permitted to vote the Shares underlying the Units; and

- (c) the Units will be subject to the adjustment provisions relating to mergers, reorganizations, and similar events set forth in the Program.

Subject to the requirements of local law, the Director shall receive cash payments equal to the dividends and distributions paid on Shares underlying the Units (the “Dividend Equivalents”) (other than dividends or distributions of securities of the Company which may be issued with respect to its Shares by virtue of any stock split, combination, stock dividend or recapitalization) to the same extent as if each Unit were a Share, as soon as administratively possible after the date the cash dividend is payable to Company shareholders; provided, however, that no Dividend Equivalents shall be payable to or for the benefit of the Director (i) with respect to dividends or distributions the record date for which occurs on or after (A) the applicable Delivery Date, (B) the date the Director has forfeited the Units, or (C) in some cases due to applicable law, the date the Restrictions on the Units have lapsed, or (ii) if it is not administratively practicable or feasible to make such payments. For purposes of compliance with the time and form of payment requirements of Code Section 409A, to the extent applicable, the Dividend Equivalents shall be treated separately from the Units, and the specified date for payment of any Dividend Equivalents to which the Director is entitled under this Section 2 is the calendar year during the term of this Agreement in which the associated dividends or distributions are paid on Shares underlying the Units (notwithstanding anything to the contrary herein). The Director shall have no right to determine the year in which Dividend Equivalents will be paid.

- 3. **Restrictions.** The Units shall be fully vested as of the Grant Date; provided, however, that the Units will be subject to subsections (3)(a), (b), and (c) below (collectively, the “Restrictions”) until the earlier to occur of the events described in subsection 4(a) or (b).
  - (a) The Units may not be sold, exchanged, assigned, transferred, pledged, or otherwise disposed of, except as provided in Section 11.
  - (b) Any additional Shares or other securities or property issued with respect to Shares covered by the Units as a result of any stock split, combination, stock dividend or recapitalization, shall be subject to the Restrictions and other provisions of the Program and this Agreement.
  - (c) The Director shall not be entitled to receive any Shares prior to completion of all actions deemed appropriate by the Company to comply with federal, state or other applicable securities laws and stock exchange requirements.
- 4. **Lapse of Restrictions.** The Restrictions shall lapse and have no further force or effect and Shares underlying the Units shall be settled upon the earlier of the following events (each, a “Delivery Date”):
  - (a) **Termination Event.** The date of the Director’s Termination; or

- (b) **Change in Control.** The date of occurrence of a Change in Control; provided that the event constituting a Change in Control is a “change in control event” as such term is defined in Treasury Regulation § 1.409A-3(i)(5).
5. **Withholding Taxes.** To the extent permitted under applicable law and by the Company, the Director may satisfy any U.S. or non-U.S. federal, state, local or other applicable taxes arising from the grant of the Award, the lapse of Restrictions or the delivery of Shares pursuant to this Agreement by:
- (a) tendering a cash payment;
  - (b) having the Company withhold Shares from the Shares to be delivered to satisfy the applicable withholding tax;
  - (c) delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds to satisfy the applicable withholding tax; or
  - (d) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld.

The Company shall have the right and is hereby authorized to withhold from the Shares deliverable to the Director pursuant to this Agreement or (to the extent permitted by applicable law, including without limitation Code Section 409A) from any other compensation or other amount owing to the Director, such amount as may be necessary in the opinion of the Company to satisfy all such taxes, requirements and withholding obligations. If the Company withholds for tax purposes from the Shares otherwise to be delivered to the Director, the Director is deemed to have been issued the full number of Shares underlying the Units, subject to the Restrictions set forth in this Agreement.

Notwithstanding the foregoing, if the Director is subject to Section 16(b) of the Exchange Act, the Company will withhold using the method described in subsection 5(b) above unless the use of such withholding method is problematic under applicable laws or has materially adverse accounting consequences, in which case the Committee shall determine which of the other methods described in this Section 5 or in the Program shall be used to satisfy the applicable withholding obligations.

6. **No Right to Continued Service.** This Agreement and the Director’s participation in the Program do not and shall not be interpreted to:
- (a) form a contractual or other relationship with the Company or its Subsidiaries;
  - (b) confer upon the Director any right to continue in the service of the Company or any of its Subsidiaries; or
  - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Director’s service at any time.
7. **No Contract as of Right.** The Award does not create any contractual or other right to receive additional Awards or other Program Benefits. Nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and

the Director. Future Awards, if any, and their terms and conditions, will be at the sole discretion of the Committee.

8. Data Privacy.

- (a) Pursuant to applicable personal data protection laws, the Director is hereby notified and acknowledges that the collection, processing and transfer of the Director's personal Data is necessary for the Company's administration of the Program and the Director's participation in the Program. The Director's choice to deny and/or object to the collection, processing and transfer of personal Data may affect the Director's ability to participate in the Program. For more information about how the Company may collect, process, and transfer personal Data, the Director may contact the Company's corporate human resources department.
- (b) Data may be provided by the Director or collected, where lawful, from third parties, and the Company will process the Data for the purpose of implementing, administering and managing the Director's participation in the Program, including meeting legal obligations related thereto. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Director's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Director's participation in the Program.
- (c) The Company will transfer Data as necessary for the purpose of implementation, administration and management of the Director's participation in the Program, and the Company and the Subsidiary that served by the Director (if applicable) may further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world, and cross-border transfers of Data will be supported by required onward transfer mechanisms, including standard contractual clauses where applicable.
- (d) The Director may, at any time, exercise the Director's rights provided under applicable personal data protection laws, which may include the right to:
  - (i) obtain confirmation as to the existence of the Data;
  - (ii) verify the content, origin and accuracy of the Data;
  - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and

- (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Director's participation in the Program.

The Director may seek to exercise these rights by contacting the Company's corporate human resources department.

9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Units, the Director's participation in the Program or the Director's acquisition or sale of the underlying Shares. The Director is hereby advised to consult with the Director's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
10. **Entire Agreement.** This Agreement and the Program constitute the entire agreement between the Director and the Company regarding the Award and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Award. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed or clarified by the parties, except in a writing specifying the modification, change or clarification signed by a duly authorized Company officer.
11. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
12. **Compliance with Applicable Laws and Regulations.** The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed. If the Director relocates to another country, the Company may establish special or alternate terms and conditions as necessary or advisable to comply with local laws, rules or regulations, to facilitate the operation and administration of the Award and the Program and/or to accommodate the Director's relocation.
13. **Code Section 409A.** Payments made pursuant to this Agreement are intended to be exempt from or otherwise comply with the provisions of Code Section 409A to the extent applicable. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that any payments under this Agreement are subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and

without the Director's consent, amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

To the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A, the Director shall not be deemed to have had a Termination unless the Director has incurred a "separation from service" as defined in Treasury Regulation §1.409A-1(h), and if the Director is a "specified employee" under Code Section 409A at the time of the Director's separation from service, amounts that would otherwise be payable pursuant to this Agreement during the six-month period immediately following the Director's Termination shall instead be paid on the first business day after the date that is six months following the Director's Termination (or upon the Director's death, if earlier). For purposes of Code Section 409A, to the extent applicable, all payments provided hereunder shall be treated as a right to a series of separate payments and each separately identified amount to which the Director is entitled under this Agreement shall be treated as a separate payment.

Although this Agreement and the payments provided hereunder are intended to be exempt from or otherwise comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the payments provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Director (or any other individual claiming a benefit through the Director) for any tax, interest, or penalties the Director may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Director from the obligation to pay any taxes pursuant to Code Section 409A.

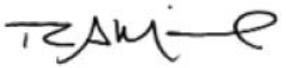
14. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Director, the Director's Representative, and the person or persons to whom rights under the Award have passed by will or the laws of descent or distribution.
15. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
16. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any state's

conflict of laws principles. For any legal action relating to this Agreement, the parties to this Agreement consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois, USA, and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, USA.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

ABBVIE INC.

By:   
Robert A. Michael  
Chief Executive Officer

DIRECTOR

By: SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE AWARD, THE DIRECTOR AGREES THAT (1) SUCH ACCEPTANCE CONSTITUTES THE DIRECTOR'S ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (2) THE DIRECTOR AGREES TO BE BOUND BY THE PROVISIONS OF THE PROGRAM AND THE AGREEMENT; (3) THE DIRECTOR HAS REVIEWED THE PROGRAM AND THE AGREEMENT IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PROGRAM AND THE AGREEMENT; (4) THE DIRECTOR HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PROGRAM; AND (5) THE DIRECTOR HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE OR ITS DULY AUTHORIZED DELEGATE ON ANY QUESTIONS ARISING UNDER THE PROGRAM AND THE AGREEMENT.



ABBVIE INC.  
NON-QUALIFIED STOCK OPTION AGREEMENT

On this %%OPTION\_DATE,'MONTH DD, YYYY'%%-% (the "Grant Date"), AbbVie Inc. (the "Company") hereby grants to %%FIRST\_NAME\_LAST\_NAME%%-% (the "Employee") a Nonqualified Stock Option award (the "Option" or "Award") to purchase a total of %%TOTAL\_SHARES\_GRANTED,'999,999,999'%%-% Shares, at the price of %%OPTION\_PRICE,'\$999,999,999.99'%%-% per Share (the "Exercise Price"), such price being not less than 100% of the Fair Market Value of the Shares on the Grant Date.

The Option is granted under the Program and is subject to the terms and conditions of the Program and this Agreement. In the event of any inconsistency between this Agreement and the Program, the Program shall control.

The terms and conditions of the Option granted to the Employee are as follows:

1. Definitions. To the extent not defined herein, capitalized terms shall have the same meaning as in the Program.
  - (a) Agreement: This Non-Qualified Stock Option Agreement.
  - (b) Cause: Unless an alternative definition of cause applies in the Employee's Change in Control Agreement following a "Change in Control" (as defined in such agreement), cause shall mean the following, as determined by the Company in its sole discretion:
    - (i) material breach by the Employee of the terms and conditions of the Employee's employment, including, but not limited to:
      - (A) material breach by the Employee of the Company's Code of Business Conduct, as amended from time to time;
      - (B) material breach by the Employee of the Employee's Employee Agreement or employment contract, if any;
      - (C) commission by the Employee of an act of fraud, embezzlement or theft in connection with the Employee's duties or in the course of the Employee's employment;
      - (D) wrongful disclosure by the Employee of secret processes or confidential information of the Company or any of its Subsidiaries; or
      - (E) failure by the Employee to substantially perform the duties of the Employee's employment (other than any such failure resulting from the Employee's Disability); or
    - (ii) material breach by the Employee of Addendum 1 to this Agreement.

For the avoidance of doubt, the above definition of Cause is substantially similar to the applicable provisions in Appendix A of the Change in Control Agreement.

- (c) Change in Control Agreement: An agreement regarding Change in Control in effect between the Company (or the Surviving Entity) and the Employee.
- (d) Controlled Group: AbbVie Inc. and any corporation, partnership and proprietorship under common control (as defined under the aggregation rules of Code Section 414 (b), (c), or (m)) with AbbVie Inc.
- (e) Data: Certain information, including personal information about the Employee held by the Company and the Subsidiary that employs the Employee (if applicable), including (but not limited to) the Employee's name, home address and telephone number, email address, date of birth, social security, passport or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, purchased, vested, unvested or outstanding in the Employee's favor, for the purpose of managing and administering the Program.
- (f) Disability: Sickness or accidental bodily injury, directly and independently of all other causes, that disables the Employee so that the Employee is completely prevented from performing all the duties of their occupation or employment.
- (g) Employee Agreement: The Employee Agreement entered into by and between the Company or a Subsidiary and the Employee as it may be amended from time to time.
- (h) Employee's Representative: The Employee's legal guardian or other legal representative.
- (i) Good Reason: Unless an alternative definition of good reason applies in the Employee's Change in Control Agreement following a "Change in Control" (as defined in such agreement), good reason shall mean the occurrence of any of the following circumstances without the Employee's express written consent:
  - (i) a significant adverse change in the nature, scope or status of the Employee's position, authorities or duties from those in effect immediately prior to the Change in Control, including, without limitation, if the Employee was, immediately prior to the Change in Control, an officer of a public company, the Employee ceasing to be an officer of a public company;
  - (ii) the failure by the Company or a Subsidiary to pay the Employee any portion of the Employee's current compensation, or to pay the Employee any portion of any installment of deferred compensation under any deferred compensation program of the Company, within seven days of the date such compensation is due;

- (iii) a reduction in the Employee's annual base salary (or a material change in the frequency of payment) as in effect immediately prior to the Change in Control as the same may be increased from time to time;
  - (iv) the failure by the Company or a Subsidiary to award the Employee an annual bonus in any year which is at least equal to the annual bonus awarded to the Employee under the annual bonus plan of the Company or Subsidiary for the year immediately preceding the year of the Change in Control;
  - (v) the failure by the Company to award the Employee equity-based incentive compensation (such as stock options, shares of restricted stock, restricted stock units, or other equity-based compensation) on a periodic basis consistent with the Company's practices with respect to timing, value and terms prior to the Change in Control;
  - (vi) the failure by the Company or a Subsidiary to continue to provide the Employee with the welfare benefits, fringe benefits and perquisites enjoyed by the Employee immediately prior to the Change in Control under any of the Company's or Subsidiary's plans or policies, including, but not limited to, those plans and policies providing pension, life insurance, medical, health and accident, disability and vacation;
  - (vii) the relocation of the Employee's base office to a location that is more than 35 miles from the Employee's base office immediately prior to the Change in Control; or
  - (viii) the failure of the Company to obtain a satisfactory agreement from any successor to the Company to assume and agree to perform this Agreement as contemplated in Section 6.
- (j) Program: The AbbVie Amended and Restated 2013 Incentive Stock Program, as amended from time to time.
- (k) Retirement:
- (i) Except as provided under (ii) or (iii) below, Retirement means either of the following:
    - age 55 with 10 years of service; or
    - age 60 with five years of service; or
    - age 65 with at least three years of service.
  - (ii) For Employees who (A) transferred to the Company directly from Abbott Laboratories either as a result of the Company's spin-off from Abbott Laboratories or during the period from January 1, 2013 through June 30, 2015 with the consent of each company's head of human resources, and

(B) were hired into the Abbott Laboratories controlled group prior to January 1, 2004, Retirement means either of the following:

- age 50 with 10 years of service; or
- age 65 with three years of service.

(iii) For purposes of calculating service under this Section 1(k), except as otherwise provided by the Committee or its delegate:

(A) Subject to subsections (B), (C) and (D) below, “years of service” shall mean the aggregate period of service, expressed as a number of whole years and fractions thereof, during which the Employee served without interruption as an employee of the Controlled Group.

(B) service is earned only if performed for a member of the Controlled Group while that Controlled Group member is a part of the Controlled Group (for the avoidance of doubt, a period of employment of an employee with a business entity, part or all of which is or was acquired by or becomes part of the Controlled Group, will not be considered a period of service prior to the time such acquired entity has become a member of the Controlled Group);

(C) for Employees who transferred to the Company directly from Abbott Laboratories during the period from January 1, 2013 through June 30, 2015 either as a result of the Company’s spin-off from Abbott Laboratories or with the consent of each company’s head of human resources, service includes service with Abbott Laboratories that is counted for Retirement eligibility purposes under applicable law or Company procedures; and

(D) applicable law, Company procedures, and/or Program administration rules apply in determining credited service and Retirement eligibility.

(l) Termination: A severance of employment for any reason (including Retirement) from the Company and all Subsidiaries. Any Termination (whether or not in breach of local labor laws) shall be effective on the last day the Employee performs services for or on behalf of the Company or its Subsidiary as an employee, and employment shall not be extended by any statutory or common law notice of termination period (e.g., active employment does not include a period of “garden leave” or similar period pursuant to local law). The Company shall have the exclusive discretion to determine when Termination occurs.

2. Term of Option. Subject to Sections 5 and 7 and 8, the Employee may exercise all or a portion of the vested Option at any time prior to the 10th anniversary of the Grant Date

(the “Expiration Date”); provided that the Option may be exercised with respect to whole Shares only. In no event shall the Option be exercisable on or after the Expiration Date. To the extent the Option is not exercised prior to the Expiration Date (or any earlier expiration or forfeiture of the Option pursuant to Sections 5, 7 and 8), it shall be canceled and forfeited.

3. Vesting. Subject to Sections 5, 6, 7 and 8, the Option shall vest and become exercisable as follows:
  - (a) on the first anniversary of the Grant Date, one-third of the total number of Shares may be purchased;
  - (b) on the second anniversary of the Grant Date, two-thirds of the total number of Shares may be purchased; and
  - (c) on the third anniversary of the Grant Date, the Option may be exercised in full.

The Option is not earned and the Employee has no right to purchase the underlying Shares until an event described above occurs. The vesting described above is cumulative, so that at each vesting date an additional amount of Shares is available for purchase and remains available until the Option’s Expiration Date or such earlier date determined pursuant to Section 5, 7 or 8 below.

4. Exercise of the Option. To the extent vested, the Option may be exercised in whole or in part as follows:
  - (a) Who May Hold/Exercise the Option.
    - (i) General Rule - Exercise by Employee Only. During the lifetime of the Employee, the Option may be exercised only by the Employee or the Employee’s Representative.
    - (ii) Death Exception. If the Employee dies, then the Option may be exercised only by the executor or administrator of the estate of the Employee or the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution. Such person(s) shall furnish the appropriate tax clearances, proof of the right of such person(s) to exercise the Option, and other pertinent data as the Company may deem necessary.
    - (iii) Transferability. Except as otherwise provided by the Committee or its delegate, the Option is not transferable other than by will or the laws of descent and distribution. It may not be assigned, transferred (except by will or the laws of descent and distribution), pledged or hypothecated in any way, whether by operation of law or otherwise, and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, hypothecation, or other disposition of the Option contrary to the provisions hereof, and the levy of any attachment or similar process upon such Option, shall be null and void.

- (b) **Method of Exercise.** Subject to the requirements of local law, the Option may be exercised only by delivery to the designated employee or agent of the Company of a written, electronic, or telephonic notice of exercise, specifying the number of Shares with respect to which the Option is then being exercised, and payment of the full Exercise Price of the Shares being purchased:
- (i) in cash or with other Shares held by the Employee having a then Fair Market Value equal to the Exercise Price;
  - (ii) by delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds to pay the Exercise Price;
  - (iii) a combination of (i) and (ii) above; or
  - (iv) any other manner approved by the Committee from time to time.

Each method of exercise requires payment of the full amount of any U.S. and non-U.S. federal, state, local or other applicable taxes which the Company believes are required to be withheld and paid with respect to such exercise, as described below.

Notwithstanding the foregoing, the Company may require payment in a particular or different method of exercise than those methods specified in Section 4(b)(i) - (iii), may allow the Employee to exercise the Option only by means of a cashless exercise (either a cashless "sell all" exercise or a cashless "sell-to-cover" exercise) as it shall determine in its sole discretion, or may require the Employee to sell any Shares the Employee acquired under the Program immediately or within a specified period following the Employee's Termination (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Employee's behalf).

- (c) **Payment of Taxes.** To the extent permitted under applicable law and by the Company, the Employee may satisfy any U.S. or non-U.S. federal, state, local or other applicable taxes arising from any transaction related to the exercise of the Option pursuant to this Agreement by:
- (i) tendering a cash payment;
  - (ii) having the Company withhold Shares from the Option exercised to satisfy the applicable withholding tax;
  - (iii) delivery of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds to pay the applicable withholding tax; or
  - (iv) delivering other previously acquired Shares having a Fair Market Value approximately equal to the amount to be withheld.

The Company shall have the right and is hereby authorized to withhold from the Shares transferable to the Employee upon any exercise of the Option or (to the extent permitted by applicable law, including without limitation Code Section

409A) from any other compensation or other amount owing to the Employee such amount as may be necessary in the opinion of the Company to satisfy all such tax and withholding obligations.

5. Effect of Termination or Death on the Option.
  - (a) Termination due to Retirement. Subject to Sections 7 and 8 below, in the event of Termination due to Retirement, then (regardless of any subsequent death of the Employee) the Option will continue to vest pursuant to Section 3, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
  - (b) Termination due to Disability. Subject to Sections 7 and 8 below, in the event of Termination due to Disability, then the Option will become fully vested and exercisable, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
  - (c) Termination due to Death of the Employee. In the event of the death of the Employee during employment, the Option will become fully vested and exercisable, and the last date on which the Option may be exercised is the day prior to the Expiration Date.
  - (d) Termination for Reason Other than under Subsection 5(a), (b) or (c) or Section 6.
    - (i) Options Granted Within Nine Months Prior to Termination. Any Option granted less than nine months prior to a Termination for any reason other than those set forth in subsections 5(a), (b) or (c) or Section 6 shall be cancelled and forfeited immediately upon such Termination.
    - (ii) Options Granted Nine Months or More Prior to Termination. Subject to Sections 7 and 8 below, an Option granted nine months or more prior to a Termination for any reason other than those set forth in subsections 5(a), (b) or (c) or Section 6 will continue to vest and shall be exercisable to the extent permitted by Section 3 for a three-month period after the Employee's effective date of Termination, but in no event shall such Option be exercised on or after the Expiration Date. In the event of the death of the Employee during the three-month period after the Employee's effective date of Termination, the Option shall continue to vest and be exercisable for a three-month period measured from the date of death, but in no event shall such Option be exercised on or after the Expiration Date.
6. Change in Control. In the event of a Change in Control, the entity surviving such Change in Control or the ultimate parent thereof (referred to herein as the "Surviving Entity") may assume, convert or replace this Option with an award of at least equal value and terms and conditions not less favorable than the terms and conditions provided in this Agreement, in which case the new award will vest according to the terms of the applicable award agreement. If the Surviving Entity does not assume, convert or replace this Option, the

Option shall vest and the Option shall be immediately exercisable on the date of the Change in Control. If the Surviving Entity does assume, convert or replace this Option, then in the event the Employee's Termination (a) occurs within the time period beginning six months immediately before a Change in Control and ending two years immediately following such Change in Control, and (b) was initiated by the Company (or the Surviving Entity) for a reason other than Cause or was initiated by the Employee for Good Reason, the Option will become fully vested and exercisable as of the later of the date of the Change in Control and the date of the Employee's Termination. The provisions of this Section 6 shall supersede Section 13(a)(i) of the Program.

7. **Effect of Certain Bad Acts.** The Option shall be cancelled and forfeited immediately if the Employee engages in activity that constitutes Cause, as determined in the sole opinion and discretion of the Committee or its delegate, whether or not the Employee experiences a Termination or remains employed with the Company or a Subsidiary. the Employee.
8. **Recoupment.** Without limiting Section 14(q) of the Program, the Option, any Shares issued upon exercise of the Option and any proceeds therefrom shall be subject to and remain subject to any incentive compensation clawback or recoupment policy of the Company (i) currently in effect, (ii) as may be adopted by the Company to comply with applicable law and/or the rules and regulations of the securities exchange or inter-dealer quotation system on which the Shares are listed or quoted, including, without limitation, pursuant to Section 10D of the Exchange Act, Rule 10D-1 thereunder and Section 303A.14 of the New York Stock Exchange Listed Company Manual, or (iii) as may be adopted by the Company to facilitate the Company's objectives related to eliminating or reducing fraud, misconduct, wrongdoing, or violations of law by an employee or other service provider or related to improving the Company's governance practices or similar considerations and, in each case, as may be amended from time to time (the "Recoupment Policy"), with the provisions contained in such Recoupment Policy deemed incorporated into this Agreement without the Employee's additional or separate consent. For purposes of the foregoing, the Employee expressly and explicitly authorizes the Company to issue instructions, on the Employee's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to the Option to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the Recoupment Policy. In accepting the Award and the terms of this Agreement, the Employee acknowledges and agrees that the Recoupment Policy shall apply to all other forms of incentive compensation awarded to the Employee, as well. No recovery of compensation as described in this Section will be an event giving rise to the Employee's right to resign for "good reason" or "constructive termination" (or similar term) under any plan of, or agreement with, the Company, a Subsidiary and/or the Employee.
9. **No Right to Continued Employment.** This Agreement and the Employee's participation in the Program do not and shall not be interpreted to:

- (a) form an employment contract or relationship with the Company or its Subsidiaries;
  - (b) confer upon the Employee any right to continue in the employ of the Company or any of its Subsidiaries; or
  - (c) interfere with the ability of the Company or its Subsidiaries to terminate the Employee's employment at any time.
10. Nature of Grant. In accepting this Option grant, the Employee acknowledges and agrees that:
- (a) the Program is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time;
  - (b) this Option grant is a one-time benefit and does not create any contractual or other right to receive future grants of Options, benefits in lieu of Options, or other Program benefits in the future, even if Options have been granted repeatedly in the past;
  - (c) all decisions with respect to future Option grants, if any, and their terms and conditions, will be made by the Committee (or its delegate), in its sole discretion;
  - (d) nothing contained in this Agreement is intended to create or enlarge any other contractual obligations between the Company and the Employee;
  - (e) the Employee is voluntarily participating in the Program;
  - (f) the Option and Shares subject to the Option are:
    - (i) extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries, and are outside the scope of the Employee's employment contract, if any;
    - (ii) not intended to replace any pension rights or compensation;
    - (iii) not part of the Employee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments and in no event should they be considered as compensation for, or relating in any way to, past services for the Company or any of its Subsidiaries;
  - (g) the future value of the Shares underlying the Option is unknown and cannot be predicted with certainty;
  - (h) in consideration of this Option grant, no claim or entitlement to compensation or damages shall arise from the Option resulting from (i) Termination (for any reason whatsoever) and/or (ii) the application of Sections 7 and 8 above and the Employee irrevocably releases the Company and its Subsidiaries from any such claim that

may arise; if any such claim is found by a court of competent jurisdiction to have arisen, then, by signing or electronically accepting this Agreement, the Employee shall be deemed irrevocably to have waived the Employee's entitlement to pursue such claim;

- (i) the Option and the Benefits under the Program, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability; and
- (j) neither the Company nor any of its Subsidiaries shall be liable for any change in value of the Option, the amount realized upon exercise of the Option or the amount realized upon a subsequent sale of any Shares acquired upon exercise of the Option, resulting from any fluctuation of the United States Dollar/local currency foreign exchange rate.

11. Data Privacy.

- (a) Pursuant to applicable personal data protection laws, the Employee is hereby notified and acknowledges that the collection, processing and transfer of the Employee's personal Data is necessary for the Company's administration of the Program and the Employee's participation in the Program. The Employee's choice to deny and/or object to the collection, processing and transfer of personal Data may affect the Employee's ability to participate in the Program. For more information about how the Company may collect, process, and transfer personal Data, please see the AbbVie Employee Privacy Notice applicable to the Employee's jurisdiction: [AbbVie Employee Privacy Notice](#).
- (b) Data may be provided by the Employee or collected, where lawful, from third parties, and the Company and the Subsidiary that employs the Employee (if applicable) will process the Data for the purpose of implementing, administering and managing the Employee's participation in the Program, including meeting legal obligations related thereto. Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which the Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Employee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such operations are unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Program and for the Employee's participation in the Program.
- (c) The Company and the Subsidiary that employs the Employee (if applicable) will transfer Data as necessary for the purpose of implementation, administration and management of the Employee's participation in the Program, and the Company and the Subsidiary that employs the Employee (if applicable) may further transfer

Data to any third parties assisting the Company in the implementation, administration and management of the Program. These recipients may be located throughout the world, and cross-border transfers of Data will be supported by required onward transfer mechanisms, including standard contractual clauses where applicable.

- (d) The Employee may, at any time, exercise the Employee's rights provided under applicable personal data protection laws, which may include the right to:
  - (i) obtain confirmation as to the existence of the Data;
  - (ii) verify the content, origin and accuracy of the Data;
  - (iii) request the integration, update, amendment, deletion or blockage (for breach of applicable laws) of the Data; and
  - (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Program and the Employee's participation in the Program.

The Employee may seek to exercise these rights by contacting the Employee's local human resources manager.

- 12. **Private Placement.** This Option grant is not intended to be a public offering of securities in the Employee's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and this Option grant is not subject to the supervision of the local securities authorities.
- 13. **Exchange Controls.** As a condition to this Option grant, the Employee agrees to comply with any applicable foreign exchange rules and regulations.
- 14. **Compliance with Applicable Laws and Regulations.**
  - (a) The Company shall not be required to issue or deliver any Shares pursuant to this Agreement pending compliance with all applicable federal and state securities and other laws (including any registration requirements or tax withholding requirements) and compliance with the rules and practices of any stock exchange upon which the Company's Shares are listed.
  - (b) Regardless of any action the Company or its Subsidiaries take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Employee's participation in the Program and legally applicable to the Employee or deemed by the Company or its Subsidiaries to be an appropriate charge to the Employee even if technically due by the Company or its Subsidiaries ("Tax-Related Items"), the Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility

and may exceed the amount actually withheld by the Company or its Subsidiaries, if any. The Employee further acknowledges that the Company and/or its Subsidiaries: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Shares upon exercise of the Option, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. If the Employee has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, the Employee acknowledges that the Company and/or its Subsidiaries may be required to withhold or account for Tax-Related Items in more than one jurisdiction. If the Employee relocates to another country, the Company may establish special or alternative terms and conditions as necessary or advisable to comply with local laws, rules or regulations, to facilitate the operation and administration of the Option and the Program and/or to accommodate the Employee's relocation.

- (c) The Employee acknowledges that, depending on the Employee's or the broker's country of residence or where the Shares are listed, the Employee may be subject to insider trading restrictions and/or market abuse laws which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Options) or rights linked to the value of Shares during such times the Employee is considered to have "inside information" regarding the Company as defined in the laws or regulations in the Employee's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee placed before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Employee understands that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Employee acknowledges that it is the Employee's responsibility to comply with any restrictions and the Employee is advised to speak to the Employee's personal legal advisor on this matter.

- 15. Code Section 409A. The Option is intended to be exempt from the requirements of Code Section 409A. The Program and this Agreement shall be administered and interpreted in a manner consistent with this intent. If the Company determines that the Option is subject to Code Section 409A and this Agreement fails to comply with that section's requirements, the Company may, at the Company's sole discretion, and without the Employee's consent,

amend this Agreement to cause it to comply with Code Section 409A or otherwise be exempt from Code Section 409A.

Although this Agreement and Benefits provided hereunder are intended to be exempt from the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement or the Benefits provided hereunder will comply with Code Section 409A or any other provision of federal, state, local, or non-United States law. None of the Company, its Subsidiaries, or their respective directors, officers, employees or advisers shall be liable to the Employee (or any other individual claiming a benefit through the Employee) for any tax, interest, or penalties the Employee may owe as a result of compensation paid under this Agreement, and the Company and its Subsidiaries shall have no obligation to indemnify or otherwise protect the Employee from the obligation to pay any taxes pursuant to Code Section 409A.

16. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option, the Employee's participation in the Program or the Employee's acquisition or sale of the underlying Shares. The Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding participation in the Program before taking any action related to the Program.
17. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Employee's participation in the Program, on the Option and on any Shares acquired under the Program, to the extent the Company or any Subsidiary determines it is necessary or advisable to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the Option and the Program, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Employee agrees to take any and all actions, and consents to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Employee's country. In addition, the Employee agrees to take any and all actions as may be required to comply with the Employee's personal obligations under local laws, rules and regulations in the Employee's country.
18. **Determinations.** Each decision, determination, interpretation or other action made or taken pursuant to the provisions of this Agreement by the Company, the Committee or any delegate of the Committee shall be final, conclusive and binding for all purposes and upon all persons, including, without limitation, the Company, the Employee, the Employee's Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.
19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Program by electronic means. The Employee hereby consents to receive such documents by electronic delivery and

agrees to participate in the Program through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. **Addenda.**
  - (a) **Addendum 1 – Confidential Information, Inventions and Other Restrictions.** By accepting the Option, the Employee agrees to the terms of the addendum attached hereto as Addendum 1. Addendum 1 constitutes part of this Agreement.
  - (b) **Addendum 2 – Jurisdiction-Specific Provisions.** This Option grant shall be subject to any special terms and conditions set forth in Addendum 2 to this Agreement for the Employee's country or jurisdiction. Moreover, if the Employee relocates to one of the countries or jurisdictions included in Addendum 2, the special terms and conditions for such country or jurisdiction will apply to the Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and/or regulations or facilitate the operation and administration of the Option and the Program (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Employee's relocation). Addendum 2 constitutes part of this Agreement.
21. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law. To the extent a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
22. **Entire Agreement.** This Agreement, the Program and the Employee's Change in Control Agreement constitute the entire agreement between the Employee and the Company regarding the Option and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties regarding the Option (including, for the avoidance of doubt, any severance plan or policy applicable to the Employee), and the Employee agrees that, as a condition to receiving this Option, the Employee waives the right to any accelerated vesting of the Option pursuant to any other plan, program or arrangement in effect or entered into prior to the date hereof. Except as expressly set forth herein, this Agreement (and any provision of this Agreement) may not be modified, changed or clarified by the parties, except in a writing specifying the modification, change or clarification signed by a duly authorized Company officer.
23. **Succession.** This Agreement shall be binding upon and operate for the benefit of the Company and its successors and assigns, and the Employee, the Employee's

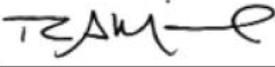
Representative, and the person or persons to whom rights under the Option have passed by will or the laws of descent or distribution.

24. **Language.** The Employee acknowledges and agrees that it is the Employee's express intent that this Agreement, the Program and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If the Employee is in a country where English is not an official language, the Employee acknowledges that the Employee is sufficiently proficient in English or has had the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow the Employee to understand the terms and conditions of this Agreement, the Program and any other documents related to the Option. If the Employee has received this Agreement or any other document related to the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.
  
25. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any state's conflict of laws principles. For any legal action relating to this Agreement, the parties to this Agreement consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois, USA, and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, USA.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

ABBVIE INC.

By:   
Robert A. Michael  
Chief Executive Officer

EMPLOYEE

By: SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE OPTION, THE EMPLOYEE AGREES THAT (1) SUCH ACCEPTANCE CONSTITUTES THE EMPLOYEE'S ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (2) THE EMPLOYEE AGREES TO BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (3) THE EMPLOYEE HAS REVIEWED THE PROGRAM, THE AGREEMENT AND THE ADDENDA IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE OPTION AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA; (4) THE EMPLOYEE HAS BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PROGRAM; AND (5) THE EMPLOYEE HEREBY AGREES TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE OR ITS DULY AUTHORIZED DELEGATE ON ANY QUESTIONS ARISING UNDER THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

IF THE EMPLOYEE DOES NOT REJECT THE OPTION OR ELECTRONICALLY ACCEPT THE OPTION BY THE FIRST VESTING DATE FOR THE OPTION SET FORTH IN SECTION 3 OF THIS AGREEMENT, THE EMPLOYEE WILL BE DEEMED TO ACCEPT THE OPTION, AND THE EMPLOYEE WILL BE BOUND BY THE PROVISIONS OF THE PROGRAM, THE AGREEMENT AND THE ADDENDA.

ADDENDUM 1 TO THE ABBVIE INC.  
NON-QUALIFIED STOCK OPTION AGREEMENT

CONFIDENTIAL INFORMATION, INVENTIONS AND OTHER RESTRICTIONS

The Employee acknowledges that the Company and each Company Subsidiary (as defined below) (collectively, "AbbVie") has the right to protect its goodwill and interest in Confidential Information (as defined below) and obtain the benefit of certain Inventions (as defined below) developed by its employees and agents. In addition, the Employee acknowledges that the Employee had the opportunity to consult with an attorney before accepting the terms of the Agreement, including this Addendum 1. This Addendum 1 forms part of the Agreement.

In consideration of the Award granted to the Employee, and the Employee's continued access to AbbVie's Confidential Information and Inventions and training that the Employee shall receive from AbbVie, the Employee agrees as follows; provided, however, that Paragraphs 8, 9 and 11 shall not apply to the Employee if the Employee primarily performs services for AbbVie outside of the United States.

1. The Employee is engaged by AbbVie in a position of trust and confidence in which the Employee will receive, use, observe, obtain, or otherwise come into contact with or have access to Confidential Information and Inventions, and may invent, discover, initiate or otherwise contribute to Confidential Information and Inventions as an integral part of the Employee's employment.
2. As used in this Addendum 1, the following terms have the meanings specified below:
  - (a) **Company Subsidiary:** Company Subsidiary shall mean a corporation or any other commercial organization or entity (including, without limitation, Allergan plc and its subsidiaries) and any branch or office of any of the foregoing, thirty percent (30%) or more of the assets or voting securities of which the Company owns or controls, directly or indirectly.
  - (b) **Confidential Information:** Confidential Information shall mean all information disclosed to, learned by, or known by the Employee as a consequence of or through his/her employment by or potential employment with AbbVie, about AbbVie's strategies, plans, products, methods, processes, or services, including, without limitation, information relating to techniques, shop practices, formulae, organisms, parts of organisms, compounds, compositions, testing apparatus, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, pricing and sales information, equipment, devices, prototypes and models, any other information relating to research, development, discoveries, inventions, improvements, innovations, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, and all other know-how, trade secrets and proprietary information that are in AbbVie's possession and that have not been published or disclosed to the general public, and any information that provides AbbVie with a business and/or economic benefit from not being publicly available. Confidential Information also includes information AbbVie received under an obligation of confidentiality to any third party and Inventions that have not been

disclosed to the public. Confidential Information also means personnel data to the extent such personnel data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to personnel data at AbbVie and financial data to the extent such financial data is disclosed to, learned by or known by the Employee so as to carry out his/her employment duties relating to financial data at AbbVie.

- (c) Inventions: Inventions shall mean inventions, discoveries, concepts, ideas, and original works of authorship, whether or not patentable or copyrightable, including, but not limited to, compounds, compositions of matter, machines, articles of manufacture, processes, methods, formulae, software, techniques, strains and cultures, cell parts and organisms, as well as improvements thereof or know-how related thereto.
3. All identification badges, access cards or keys, automobiles, computers or other equipment, memoranda, notes, records, reports, photographs, drawings, plans, papers, computer software, compounds and other documents, products and materials made or compiled by or made available to the Employee during the course of employment with AbbVie, and any copies, summaries or abstracts thereof, whether in electronic, paper or other form and whether or not they contain or relate to Confidential Information or Inventions, are and shall be the property of AbbVie and shall be delivered to AbbVie by the Employee prior to termination of employment with AbbVie.
  4. All Inventions, trademarks, trade dress, and Internet domain names, whether or not patentable, copyrightable, or registerable (including all data and records pertaining thereto) which the Employee may invent, discover, originate, make, create, author, develop, conceive, or reduce to practice during the term of employment with AbbVie or which may arise out of or result from Confidential Information obtained, provided or otherwise acquired, either directly or indirectly, by the Employee in connection with the Employee's employment with AbbVie shall be and hereby are the sole and exclusive property of AbbVie. The Employee shall promptly and fully disclose each and all such Inventions, trademarks, trade dress, and Internet domain names to AbbVie.
  5. The Employee has assigned and transferred to AbbVie (or any person designated by AbbVie), and hereby does assign and transfer to AbbVie (or any person designated by AbbVie), without additional compensation, the Employee's entire right, title, and interest to all of the Inventions, trademarks, trade dress, and Internet domain names described in Paragraph 4 and any related U.S. or foreign counterparts, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto. The Employee shall execute any additional instruments AbbVie considers necessary to convey, confirm or perfect AbbVie's ownership thereof, and shall assist AbbVie in obtaining, defending and enforcing its rights therein. AbbVie shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay the Employee reasonable compensation for any time the Employee spent performing such duties at AbbVie's request after the Employee's termination of employment. In addition, the Employee shall maintain in confidence any Confidential Information, including documents and communications, disclosed to the Employee after the Employee's termination of employment.

- (a) IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF CALIFORNIA, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE U.S. STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 1. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF ILLINOIS, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2, ACT 1060 OF CHAPTER 765 OF THE ILLINOIS COMPILED STATUTES, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 2. IF THE EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE U.S. STATE OF NEW JERSEY, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 34:1B-265 OF THE NEW JERSEY STATUTES ANNOTATED, A COPY OF WHICH IS ATTACHED TO THIS ADDENDUM 1 AS EXHIBIT 3. The Employee understands that nothing in this Addendum 1 is intended to expand the scope of protection provided to the Employee by the code sections attached as Exhibits 1-3. Further, if the Employee is hired by AbbVie to primarily perform services in a U.S. state other than California, Illinois, or New Jersey, to the extent that state has any law similar to that set forth in Exhibits 1-3, the applicable state law restrictions shall apply to this Addendum 1.
- (b) To the extent that any of the Inventions constitute copyrightable subject matter, AbbVie and the Employee desire such subject matter to be deemed a “work made for hire” as defined in the U.S. Copyright Act (17 U.S.C. § 101) authored and owned by AbbVie to the maximum extent permitted by law. To the extent that any such Invention is not so considered a “work made for hire” under applicable law or copyrightable subject matter, then such Invention will be deemed, upon invention, to be assigned to AbbVie, or any person designated by AbbVie, automatically without further compensation or action by either the Employee or AbbVie, and the Employee hereby confirms that the Employee has assigned such Invention to AbbVie or any person designated by AbbVie.
- (c) Inventions, if any, that the Employee has made, created, authored, developed or conceived and reduced to practice, either alone or jointly with others, prior to the Employee’s employment with AbbVie (collectively, “Prior Creations”) are excluded from the scope of this Addendum 1.
6. Paragraphs 4 and 5 shall not apply to an Invention for which no AbbVie equipment, supplies, facility, or Confidential Information was used and which was developed entirely on the Employee’s own time, unless the Invention (a) relates (i) to the business of AbbVie or (ii) to AbbVie’s actual or demonstrably anticipated research or development, (b) results from any work the Employee performed for AbbVie, or (c) is derived from Confidential Information. The Employee affirms that the Employee has complied, and shall continue to comply, with any confidentiality obligations that the Employee has with any former

employer, customer or other third party with respect to such employer's, customer's or third party's confidential or proprietary information.

7. The Employee shall use all best efforts to protect the secrecy and confidentiality of Confidential Information and Inventions. The Employee shall not, either before, during or after the Employee's term of employment with AbbVie, use or disclose, or assist in the disclosure to others, directly or indirectly, any Confidential Information or Invention, except as required and authorized in the scope of the Employee's job responsibilities (as authorized by AbbVie) and in the furtherance of AbbVie's business. The Employee acknowledges that the relationship of the Employee to AbbVie with respect to Confidential Information and Inventions shall be fiduciary in nature. However, and in accordance with 18 U.S.C. § 1833(b), nothing in this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, shall prevent the Employee from disclosing information, including Confidential Information, in confidence, to a U.S. federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of the law; nor shall this Addendum 1, including the duties, obligations and restrictions identified in this Paragraph, prevent the Employee from disclosing Confidential Information in a complaint or other document that is filed under seal and protected from public disclosure in a lawsuit. Nothing in this Addendum 1 is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). In addition, nothing in this Addendum 1 limits the Employee's rights or ability to make truthful statements or disclosures regarding what the Employee in good faith alleges to be unlawful employment practices or criminal conduct by AbbVie to any U.S. federal, state or local government agency. Further, nothing in this Addendum 1 limits the Employee's right to discuss or disclose information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, wage and hour violations or other conduct that the Employee believes is unlawful, and nothing in this Addendum 1 in any way restricts or impedes the Employee from exercising any protected rights, including rights under the U.S. National Labor Relations Act ("NLRA"), or prevents the Employee from communicating with or assisting other employees or a union with matters that have been or may be brought before the U.S. National Labor Relations Board to the extent authorized by the U.S. NLRA or other applicable law.
8. The Employee shall not, during the term of employment with AbbVie and for a period of one year after termination of employment, engage, directly or indirectly, for the benefit of the Employee or others, in any activity or employment, the performance of which will require or call upon the Employee to use or disclose any Confidential Information or Invention obtained, provided or otherwise acquired, directly or indirectly, during the term of employment with AbbVie notwithstanding any undertaking by the Employee to the contrary. This Paragraph shall not be construed to limit in any way the Employee's obligation not to use or disclose Confidential Information and Inventions as set forth in Paragraph 7 above.
9. The Employee shall not, during the term of employment with AbbVie and for a period of two years after termination of employment, directly or indirectly, for the benefit of the Employee or others, solicit or assist in soliciting to work as an employee, independent

contractor, partner, or otherwise, any employee of AbbVie about whom the Employee acquired knowledge through the Employee's employment with AbbVie.

10. This Addendum 1 shall not be construed to limit in any way any "shop right," "fiduciary duty" or other common law or statutory or contractual rights of AbbVie in or to any Confidential Information or Invention which AbbVie has or may have by virtue of the Employee's employment.
11. The Employee acknowledges that the Employee is employed at will, meaning either AbbVie or the Employee may terminate the employment relationship at any time, with or without notice, and for any reason or no reason at all. Nothing in any AbbVie policy supersedes at-will employment.
12. The Employee acknowledges that a breach or a threatened breach of this Addendum 1 shall cause AbbVie to face irreparable injury, which may be difficult to quantify monetarily and that AbbVie shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders, preliminary injunctions and/or final injunctions enjoining such breach or threatened breach. In the event that AbbVie shall successfully enforce any part of this Addendum 1 through legal proceedings, the Employee shall pay AbbVie all costs and attorneys' fees reasonably incurred by AbbVie in conjunction therewith.
13. If the Employee is performing services for AbbVie in California, Colorado, District of Columbia, Florida, Georgia, Maryland, Massachusetts, Minnesota, Puerto Rico, Rhode Island, Washington or Wisconsin, certain provisions in this Addendum 1 are expressly modified, set forth in Exhibit 4, attached to this Addendum 1.
14. If any provision or provisions (or portions thereof) of this Addendum 1 are held to be unenforceable by any court, such provision or provisions (or portions thereof) will be limited or eliminated to the minimum extent necessary so that this Addendum 1 shall otherwise remain in full force and effect and be enforceable. In the event of any inconsistency between Section 22 of the Agreement and this Paragraph 14 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 14 shall govern.
15. AbbVie's failure or refusal either to insist upon the strict performance of any provision of this Addendum 1 or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right of this Addendum 1.
16. Except to the extent a U.S. federal statute applies, this Addendum 1 in all respects will be governed, enforced, interpreted and applied under the laws of the U.S. State of Illinois. Accordingly, Paragraphs 8 and 9 only apply if the Employee's annual earnings at AbbVie exceed the applicable thresholds stated in the Illinois Freedom to Work Act, 820 ILCS 90/1 et al. Any action that the Employee may initiate arising out of or relating either to this Addendum 1 or any other dispute between the Employee and AbbVie concerning the subject matter hereof shall be brought in state court located in Lake County, Illinois, USA or, if U.S. federal jurisdiction exists, the United States District Court for the Northern

District of Illinois, Eastern Division (“Venue”), to the full extent permitted by law. The Employee irrevocably submits to the jurisdiction of the courts in the Venue and waives any objection to personal jurisdiction or Venue in these courts, including, but not limited to, the defense of an inconvenient forum to the maintenance of any related claim, and the Employee and AbbVie agree not to commence litigation of any related claim in any other Venue. As set forth in Exhibit 4, the Venue and application of Illinois law provisions set forth in this Paragraph 16 do not apply to employees currently employed in California, Colorado, Massachusetts, Minnesota or Washington. In the event of any inconsistency between Section 26 of the Agreement and this Paragraph 16 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 16 shall govern.

17. Except as expressly provided in an agreement with respect to specific benefits, and except with respect to any AbbVie Employee Agreement or other AbbVie restrictive covenant agreement previously signed by the Employee (collectively, the “Restrictive Agreements”), this Addendum 1 is the sole, entire, and complete agreement of the parties relating to the subject matter hereof, replaces and supersedes all prior versions and representations, and shall apply, notwithstanding that such employment may include significant changes in responsibilities, location, and other terms and conditions, including the nature or scope of Confidential Information or Inventions to which the Employee has access. Notwithstanding the immediately preceding sentence, if any restriction in any Restrictive Agreements the Employee has previously signed is greater than any restriction set forth in this Addendum 1, then, to the extent it is enforceable, the greater Restrictive Agreements provision shall apply and the respective obligation in this Addendum 1 shall not apply. Similarly, this Addendum 1 shall be interpreted and applied so as to enhance the protections afforded to AbbVie under any such Restrictive Agreements, and if any restriction in this Addendum 1 is greater than any provision in any Restrictive Agreements, to the extent it is enforceable, the greater restriction in this Addendum 1 shall apply and the respective provision in any such Restrictive Agreements shall not apply. The obligations under this Addendum 1 shall survive termination of employment. In addition, the Employee acknowledges that AbbVie has informed the Employee that the Employee can consult an attorney of the Employee’s choosing to review this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9, and that the Employee had at least fourteen days to consider this Addendum 1 and the provisions found in Paragraphs 5, 6, 7, 8 and 9. In the event of any inconsistency between Section 23 of the Agreement and this Paragraph 17 with respect to the subject matter of this Addendum 1, the terms of this Paragraph 17 shall govern.
18. The Employee acknowledges receipt of and shall comply with the Company’s Code of Business Conduct, as may be amended from time to time.

EXHIBIT 1 TO ADDENDUM 1  
TO THE ABBVIE INC. NON-QUALIFIED STOCK OPTION  
AGREEMENT

Consistent with the U.S. state of California's intellectual property assignment statute, below is a copy of California Labor Code Sections 2870-2872 Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in California law.

CALIFORNIA LABOR CODE  
SECTIONS 2870-2872

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EXHIBIT 2 TO ADDENDUM 1  
TO THE ABBVIE INC. NON-QUALIFIED STOCK OPTION AGREEMENT

Consistent with the U.S. state of Illinois' intellectual property assignment statute, below is a copy of Illinois Compiled Statutes, Chapter 765, Act 1060, Section 2. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in Illinois law.

ILLINOIS COMPILED STATUTES  
CHAPTER 765, ACT 1060, SECTION 2

§ 2. Employee rights to inventions—conditions.

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his [or her] invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any worked performed by the employee for the employer.

EXHIBIT 3 TO ADDENDUM 1  
TO THE ABBVIE INC. NON-QUALIFIED STOCK OPTION AGREEMENT

Consistent with the U.S. state of New Jersey's intellectual property assignment statute, below is a copy of New Jersey's Revised Statutes, Section 34:1B-265. AbbVie reserves its right to seek enforcement of any provision of Addendum 1 based upon subsequent changes in New Jersey law.

NEW JERSEY STATUTES ANNOTATED  
SECTION 34:1B-265

a. (1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that:

(a) relate to the employer's business or actual or demonstrably anticipated research or development; or

(b) result from any work performed by the employee on behalf of the employer.

(2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.

b. No employer shall require a provision made void and unenforceable by this act as a condition of employment or continued employment. Nothing in this act shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for:

(1) disclosure, provided that any disclosure shall be received in confidence, of all of an employee's inventions made solely or jointly with others during the term of the employee's employment;

(2) a review process by the employer to determine any issues that may arise; and

(3) full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

c. Nothing in this act shall be deemed to impede or otherwise diminish the rights of alienation of inventors or patent-owners.

EXHIBIT 4 TO ADDENDUM 1  
TO THE ABBVIE INC. NON-QUALIFIED STOCK OPTION AGREEMENT

Limited Application of Restrictive Covenants to Employees in Certain States/Districts and  
as to Licensed Attorneys

The state and district specific provisions below apply only to employees who are performing services for AbbVie in the state(s) or district listed below. If the Employee relocates to another state, then Illinois law governs and AbbVie reserves all rights to enforce Addendum 1 to the fullest extent permitted under Illinois law, notwithstanding any limitations expressed below.

California. If the Employee primarily performs services for AbbVie in California, Paragraphs 8 and 9 do not apply to the Employee after the last day of employment with AbbVie. For avoidance of doubt and notwithstanding the foregoing, Paragraph 7 applies to the Employee during and after employment with AbbVie at all times. In addition, Paragraph 16 is modified so that California law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of California, or the United States District Courts for California (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

Colorado. If the Employee primarily performs services for AbbVie in Colorado, and as of or immediately after the date of the Agreement the Employee is not employed by AbbVie as an executive, manager, or on the professional staff of an executive or manager, then Paragraphs 8 and 9 apply only to the extent necessary to protect Confidential Information. In addition, Paragraph 8 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee is a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie, and Paragraph 9 only applies if, under the Colorado Department of Labor and Employment's Division of Labor Standards and Statistics, the Employee earned 60% or more of a "highly compensated worker" in the year preceding the Employee's termination of employment with AbbVie. Also, Paragraph 16 is modified so that Colorado law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Colorado, or the United States District Courts for Colorado (if the court has jurisdiction), shall have jurisdiction over the dispute. If, however, the Employee relocates to another state, then Paragraph 16, in its original form and as stated in Addendum 1, will govern any dispute that arises out of or relates to Addendum 1.

District of Columbia. If the Employee primarily performs services for AbbVie in the District of Columbia, then Paragraph 8 will only apply if the Employee earns over \$150,000 annually.

Florida. If the Employee primarily performs services for AbbVie in Florida, then after the last day of the Employee's employment with AbbVie the restriction in Paragraph 7 not exceed 5 years following the last day of the Employee's employment with AbbVie if the Confidential

Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret.

Georgia. If the Employee primarily performs services for AbbVie in Georgia, then after the last day of the Employee's employment with AbbVie: (i) the restriction in Paragraph 7 will not exceed 5 years following the last day of the Employee's employment with AbbVie if the Confidential Information is not a trade secret, but if the Confidential Information is a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret; and (ii) Paragraph 9 will prohibit the Employee from engaging in the conduct described only on behalf of a competitive business and in only the areas in which the Employee worked while employed by AbbVie.

Maryland. If the Employee primarily performs services for AbbVie in Maryland, or is currently working in Maryland, Paragraph 9 will not apply to the Employee if the Employee earns equal to or less than \$15.00 an hour or \$31,200 a year.

Massachusetts. Paragraph 16 is modified so that Massachusetts law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Massachusetts, or the United States District Courts for Massachusetts if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Massachusetts-based employees who relocate to another state.

Minnesota. If the Employee primarily performs services for AbbVie in Minnesota, then Paragraph 8 will not apply to the Employee. Also, Paragraph 16 is modified so that Minnesota law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Minnesota, or the United States District Courts for Minnesota (if the court has jurisdiction), shall have jurisdiction over the dispute.

Puerto Rico. If the Employee primarily performs services for AbbVie in Puerto Rico, then the last two sentences of Paragraph 11 will not apply to the Employee to the extent that it conflicts with Puerto Rico Act No. 80, as amended.

Rhode Island. If the Employee primarily performs services for AbbVie in Rhode Island, then Paragraphs 4, 5, 7, 8 and 9 will not apply to the Employee if the Employee is a nonexempt-classified employee under the Fair Labor Standards Act, an undergraduate or graduate student in a short-term internship while enrolled in school, eighteen years of age or younger, or the Employee's average annual earnings, excluding hours paid at an overtime, Sunday, or holiday rate, are not more than 250% of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

Washington. Paragraph 16 is modified so that Washington law will govern any dispute between the Employee and AbbVie that arises out of or relates to Addendum 1, and the Employee and AbbVie agree that the State Courts of Washington, or the United States District Courts for Washington (if the court has jurisdiction), shall have jurisdiction over the dispute. AbbVie

reserves all rights to enforce Addendum 1, including but not limited to Paragraph 16, to the fullest extent permitted by law against Washington-based employees who relocate to another state.

Wisconsin. If the Employee primarily performs services for AbbVie in Wisconsin, (i) Paragraphs 7 and 8 shall apply only within the geographic area in which the unauthorized disclosure or use of such information would be competitively valuable to competitors of AbbVie; (ii) Paragraphs 7 and 8 shall not apply if: (a) such information becomes known to the general public through no fault of the Employee's; (b) the Employee already possessed such information when beginning employment with AbbVie; or (c) the Employee independently developed such information through a party other than AbbVie or its customers; and (iii) the prohibition in Paragraphs 7 and 8 on the disclosure and use of information of third parties: (x) shall apply for only the time period and in the geographic area specified in the applicable agreement with the third party, (y) in the event the agreement with the third party does not contain a geographic limit and the information obtained from the third party is not a trade secret, the prohibition shall apply only in the geographical areas in which the use of or disclosure of such information would be competitively damaging to the third party and/or AbbVie; and (z) in the event the agreement with the third party does not contain a time limitation, and the information obtained from the third party is not a trade secret, the prohibition shall apply only when the disclosure would be competitively damaging, and up to a maximum of 18 months after the termination of the Employee's employment with AbbVie.





ABBVIE NON-EMPLOYEE DIRECTORS' FEE PLAN  
(Amended and Restated Effective as of May 9, 2025)

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ABBVIE  
NON-EMPLOYEE DIRECTORS' FEE PLAN

SECTION 1.  
PURPOSE

This AbbVie Non-Employee Directors' Fee Plan (the "Plan") is maintained by AbbVie Inc. (the "Company") to attract and retain as members of its Board of Directors persons who are not full-time employees of the Company or any of its subsidiaries but whose business experience and judgment are valuable assets to the Company and its subsidiaries. The Plan was originally adopted by the Company effective January 1, 2013, and was last amended and restated effective as of May 6, 2022. The terms of the Plan set forth in this document shall be effective as of May 9, 2025 (the "Effective Date").

SECTION 2.  
DIRECTORS COVERED

As used in the Plan, the term "Director" means any person serving on the Board of Directors of the Company on the Effective Date or at any time thereafter who is not a full-time employee of the Company or any of its subsidiaries.

SECTION 3.  
FEES PAYABLE TO DIRECTORS

3.1 Each Director shall be entitled to a deferred fee of \$125,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position with the Company, excluding the month in which the Director is first elected to such position.

3.2 Lead Director and Executive Committee Chair Fees

A Director who serves as Lead Director for the Board of Directors shall be entitled to a deferred fee of \$50,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

A Director who serves as Chair of the Executive Committee of the Board of Directors shall be entitled to a deferred fee of \$20,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

3.3 Audit Committee Fees

(a) A Director who serves as Chair of the Audit Committee of the Board of Directors shall be entitled to a deferred fee of \$30,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

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(b) Each Director who serves on the Audit Committee of the Board of Directors (other than the Chair of the Audit Committee) shall be entitled to a deferred fee of \$10,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

3.4 A Director who serves as Chair of the Compensation Committee of the Board of Directors shall be entitled to a deferred fee of \$25,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

3.5 A Director who serves as Chair of the Nominations Committee of the Board of Directors shall be entitled to a deferred fee of \$25,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

3.6 A Director who serves as Chair of any other Committee created by the Board of Directors shall be entitled to a deferred fee of \$25,000 per year, earned monthly for each calendar month or portion thereof that the Director holds such position, excluding the month in which the Director is first elected to such position.

3.7 A Director's Deferred Fee Account shall be credited with interest annually. The rate of interest credited to deferred fees shall be equal to: (a) the average of the "prime rate" of interest set forth on the Bloomberg Screen BTMM or comparable successor quotation service on the first business day of January and the last business day of each month of the fiscal year; plus (b) two hundred twenty-five (225) basis points. For purposes of this provision, the term "deferred fees" shall include "deferred monthly fees," and "deferred meeting fees," and shall also include any such interest credited thereon.

3.8 For purposes of Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6, the automatic deferral of the fees specified therein shall be subject to a Director's election to receive such fees currently pursuant to Section 4.1 or Section 8.1 of the Plan.

#### SECTION 4. PAYMENT OF DIRECTORS' FEES

4.1 Any Director may, by written notice filed with the Secretary of the Company no later than December 31 in a calendar year, elect to receive current payment of all or any portion of the monthly and meeting fees earned by him in calendar years subsequent to the calendar year in which he files such notice, in which case such fees shall not be deferred but shall be paid quarterly as earned and no interest shall be credited thereon. Such election shall be irrevocable as of December 31 of the year prior to the year in which the fees will be earned.

Notwithstanding the timing requirements described above, an individual who is newly elected as a Director may make the election described above by filing it with the Secretary of the Company within the thirty (30) day period immediately following the date he or she first becomes a Director eligible to participate in the Plan (and all plans that would be aggregated with the Plan pursuant to Treasury Regulation §1.409A-1(c)(2)(i)), provided that the

compensation subject to such election relates solely to services performed after the date of such election and provided, further, that such election shall become irrevocable on the thirtieth day following the date he or she first becomes a Director eligible to participate in the Plan. In no event shall the fees subject to an election under this Section 4.1 be paid later than the last day of the “applicable 2½ month period,” as such term is defined in Treasury Regulation §1.409A-1(b)(4)(i)(A). Any Director who has previously provided notice pursuant to this Section 4.1 may, by written notice filed with the Secretary of the Company no later than December 31 in a calendar year, elect to defer payment of all or a portion of the monthly and meeting fees earned by him in calendar years subsequent to the year in which he files such notice, in which case such fees shall be paid to him in accordance with Section 4.2 below.

4.2 A Director’s deferred fees earned pursuant to the Plan shall commence to be paid on the first day of the calendar month next following the earlier of his death or his attainment of age sixty-five (65) if he is not then serving as a Director, or the termination of his service as a Director if he serves as a Director after the attainment of age sixty-five (65).

4.3 A Director’s deferred fees that have commenced to be payable pursuant to Section 4.2 shall be payable in annual installments in the order in which they shall have been deferred (i.e., the deferred fees and earnings thereon for the earliest year of service as a Director will be paid on the date provided for in Section 4.2, the deferred fees for the next earliest year of service as a Director will be paid on the anniversary of the payment of the first installment, etc.).

4.4 A Director’s deferred fees shall continue to be paid until all deferred fees which he is entitled to receive under the Plan shall have been paid to him (or, in case of his death, to his beneficiary).

4.5 If a Director incurs a termination of service as a Director within two (2) years following the occurrence of a Change in Control (as defined below), the aggregate unpaid balance of such Director’s deferred fees plus all unpaid interest credited thereon shall be paid to such Director in a lump sum within thirty (30) days following the date of such termination of service; provided, however, that if such Change in Control does not constitute a “change in control event” (as defined in Treasury Regulation §1.409A-3(i)(5)), then the aggregate unpaid balance of such Director’s deferred fees shall be paid in accordance with Sections 4.2 and 4.3.

Notwithstanding any other provision of the Plan, if a Director has made the alternative election set forth in Section 8.1, and if such Director incurs a termination of service as a Director within five (5) years following the occurrence of a Change in Control, the aggregate unpaid balance of such Director’s fees deposited to the Director’s Grantor Trust (as defined below) plus all unpaid interest credited thereon, shall be paid to such Director from the Director’s Grantor Trust in a lump sum within thirty (30) days following the date of such termination of service.

4.6 A “Change in Control” shall be deemed to have occurred on the earliest of the following dates:

- (a) the date any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its

Affiliates) representing 20% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (c) below; or

(b) the date the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the Effective Date, constitute the Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board of Directors or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended; or

(c) the date on which there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation or other entity, other than (i) a merger or consolidation (A) immediately following which the individuals who comprise the Board of Directors immediately prior thereto constitute at least a majority of the Board of Directors of the Company, the entity surviving such merger or consolidation or, if the Company or the entity surviving such merger or consolidation is then a subsidiary, the ultimate parent thereof and (B) which results in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 20% or more of the combined voting power of the Company's then outstanding securities; or

(d) the date the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company, in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, a “Change in Control” shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

For purposes of this Plan: “Affiliate” shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act; “Beneficial Owner” shall have the meaning set forth in Rule 13d-3 under the Exchange Act; “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time; and “Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

4.7 A “Potential Change in Control” shall exist during any period in which the circumstances described in paragraph (a), (b), (c) or (d), below, exist (provided, however, that a Potential Change in Control shall cease to exist not later than the occurrence of a Change in Control):

(a) The Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control, provided that a Potential Change in Control described in this paragraph (a) shall cease to exist upon the expiration or other termination of all such agreements.

(b) Any Person (without regard to the exclusions set forth in clauses (i) through (iv) of such definition) publicly announces an intention to take or to consider taking actions the consummation of which would constitute a Change in Control; provided that a Potential Change in Control described in this paragraph (b) shall cease to exist upon the withdrawal of such intention, or upon a determination by the Board of Directors that there is no reasonable chance that such actions would be consummated.

(c) Any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 10% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company’s then outstanding securities (not including any securities beneficially owned by such Person which are or were acquired directly from the Company or its Affiliates).

(d) The Board of Directors adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control exists; provided that a Potential Change in Control described in this paragraph (d) shall cease to exist upon a determination by the Board of Directors that the reasons that gave rise to the resolution providing for the existence of a Potential Change in Control have expired or no longer exist.

4.8 The provisions of Sections 4.5, 4.6, 4.7 and this Section 4.8 may not be amended or deleted, nor superseded by any other provision of this Plan, (i) during the pendency of a Potential Change in Control and (ii) during the period beginning on the date of a Change in Control and ending on the date five (5) years following such Change in Control.

## SECTION 5. CONVERSION TO COMMON STOCK UNITS

5.1 Any Director who is then serving as a director may, by written notice filed with the Secretary of the Company, irrevocably elect to have all or any portion of deferred fees previously earned but not yet paid, transferred from the Director's Deferred Fee Account to a stock account established under this Section 5 ("Stock Account"). Any election as to a portion of such fees shall be expressed as a percentage and the same percentage shall be applied to all such fees regardless of the calendar year in which earned or to all deferred fees earned in designated calendar years, as specified by the Director. A Director may make no more than one notional investment election under this Section 5.1 in any calendar year. All such elections may apply only to deferred fees for which an election has not previously been made and shall be irrevocable.

5.2 Any Director may, by written notice filed with the Secretary of the Company, elect to have all or any portion of deferred fees earned subsequent to the date such notice is filed credited to a Stock Account established under this Section 5. Fees covered by such election shall be credited to such account at the end of each calendar quarter in, or for which, such fees are earned. Such election may be revoked or modified by such Director, by written notice filed with the Secretary of the Company, as to deferred fees to be earned in calendar years subsequent to the calendar year such notice is filed, but shall be irrevocable as to deferred fees earned prior to such year.

5.3 Deferred fees credited to a Stock Account under Section 5.1 shall be converted to Common Stock Units by dividing the deferred fees so credited by the closing price of common stock of the Company on the date the notice of election under Section 5 is received by the Company (or the next business day, if there are no sales on such date) as reported on the New York Stock Exchange Composite Reporting System. Deferred fees credited to a Stock Account under Section 5.2 shall be converted to Common Stock Units by dividing the deferred fees so credited by the closing price of common stock of the Company as of the last business day of the calendar quarter for which the credit is made, as reported on the New York Stock Exchange Composite Reporting System.

5.4 Each Common Stock Unit shall be credited with (or adjusted for) the same cash and stock dividends, stock splits and other distributions and adjustments as are received by or applicable to one share of common stock of the Company. All cash dividends and other cash distributions credited to Common Stock Units shall be converted to additional Common Stock Units by dividing each such dividend or distribution by the closing price of common stock of the Company on the payment date for such dividend or distribution, as reported by the New York Stock Exchange Composite Reporting System.

5.5 The value of the Common Stock Units credited each Director shall be paid to the Director in cash on the dates specified in Section 4.3 (or, if applicable, Section 4.5). The amount of each payment shall be determined by multiplying the Common Stock Units payable on each date specified in Section 4.3 (or, if applicable, Section 4.5) by the closing price of common stock of the Company on the day prior to the payment date (or the next preceding business day if there are no sales on such date), as reported by the New York Stock Exchange Composite Reporting System.

## SECTION 6. MISCELLANEOUS

6.1 Each Director or former Director entitled to payment of deferred fees hereunder from time to time may name any person or persons (who may be named contingently or successively) to whom any deferred Director's fees earned by him and payable to him are to be paid in case of his death before he receives any or all of such deferred Director's fees. Each designation will revoke all prior designations by the same Director or former Director, shall be in a form prescribed by the Company, and will be effective only when filed by the Director or former Director in writing with the Secretary of the Company during his lifetime. If a deceased Director or former Director shall have failed to name a beneficiary in the manner provided above, or if the beneficiary named by a deceased Director or former Director dies before him or before payment of all the Director's or former Director's deferred Directors' fees, the Company, in its discretion, may direct payment of the remaining installments required by Section 4.3 to either:

- (a) any one or more or all of the next of kin (including the surviving spouse) of the Director or former Director, and in such proportions as the Company determines; or
- (b) the legal representative or representatives of the estate of the last to die of the Director or former Director and his last surviving beneficiary.

The person or persons to whom any deceased Director's or former Director's deferred Directors' fees are payable under this Section will be referred to as his "beneficiary."

6.2 Establishment of the Plan and coverage thereunder of any person shall not be construed to confer any right on the part of such person to be nominated for reelection to the Board of Directors of the Company, or to be reelected to the Board of Directors.

6.3 Payment of deferred Directors' fees will be made only to the person entitled thereto in accordance with the terms of the Plan, and deferred Directors' fees are not in any way subject to the debts or other obligations of persons entitled thereto, and may not be voluntarily or involuntarily sold, transferred or assigned. When a person entitled to a payment under the Plan is under legal disability or, in the Company's opinion, is in any way incapacitated so as to be unable to manage his financial affairs, the Company may direct that payment be made to such person's legal representative, or to a relative or friend of such person for his benefit. Any payment made in accordance with the preceding sentence shall be in complete discharge of the Company's obligation to make such payment under the Plan.

6.4 Any action required or permitted to be taken by the Company under the terms of the Plan shall be by affirmative vote of a majority of the members of the Board of Directors then in office.

6.5 To the extent applicable, it is intended that the Plan comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended ("Code Section 409A"). The Plan will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Plan to fail to satisfy Code Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Code Section 409A). Notwithstanding anything contained herein to the contrary, for all purposes of this Plan, a Director shall not be deemed to have had a termination of service as a Director until the Director has incurred a separation from service as defined in Treasury Regulation §1.409A-1(h) and, to the extent required to avoid accelerated taxation and/or tax penalties under Code Section 409A and applicable guidance issued thereunder, payment of the amounts payable under the Plan that would otherwise be payable during the six-month period after the date of termination shall instead be paid on the first business day after the expiration of such six-month period, plus interest thereon, at a rate equal to the rate specified in Section 8.8 (to the extent that such interest is not already provided to the Director under Section 8.10), from the respective dates on which such amounts would otherwise have been paid until the actual date of payment. In addition, for purposes of the Plan, each amount to be paid and each installment payment shall be construed as a separate identified payment for purposes of Code Section 409A.

#### SECTION 7. AMENDMENT AND DISCONTINUANCE

While the Company expects to continue the Plan, it must necessarily reserve, and does hereby reserve, the right to amend or discontinue the Plan at any time; provided, however, that any amendment or discontinuance of the Plan shall be prospective in operation only, and shall not affect the payment of any deferred Directors' fees theretofore earned by any Director, or the conditions under which any such fees are to be paid or forfeited under the Plan. Any discontinuance of the Plan by the Company shall comply with the requirements of Code Section 409A.

#### SECTION 8. ALTERNATE PAYMENT OF FEES

8.1 A Director who was first elected or appointed to the Board of Directors before January 1, 2016 may, by written notice filed with the Secretary of the Company prior to each calendar year, elect to receive all or a portion of his fees earned in the following calendar year in accordance with the provisions of Section 8. An election under this Section 8.1 shall become irrevocable as of December 31 of the calendar year prior to the year in which such monthly and meeting fees will be earned (or, in the case of a new Director elected or appointed before January 1, 2016, on the 30th day following the Director's first participation in the Plan and all plans that would be aggregated with the Plan pursuant to Treasury Regulation §1.409A-1(c)(2)(i), provided that the compensation subject to such election relates solely to services performed after the date of such election).

8.2 If payment of a Director's fees is made pursuant to Section 8.1, such fees shall not be deferred and a portion of the gross amount of such fees shall be paid currently in cash for the Director directly to a "Grantor Trust" established by the Director, provided such trust is in a form determined by the Committee; and the balance of the gross amount of such fees shall be paid currently in cash directly to the Director, provided that the portion paid directly to the Director shall be an amount equal to the aggregate federal, state and local individual income taxes attributable to the gross fees paid pursuant to this Section 8.2 (determined in accordance with Section 8.14). In no event shall such fees be paid to the Grantor Trust or directly to the Director later than the last day of the "applicable 2½ month period," as such term is defined in Treasury Regulation §1.409A-1(b)(4)(i)(A).

8.3 The Company will establish and maintain four separate accounts in the name of each Director who has made an election under Section 8.1 as follows: a "Pre-Tax Fee Account," an "After-Tax Fee Account," a "Pre-Tax Stock Account" and an "After-Tax Stock Account" (collectively, the "Accounts").

The Pre-Tax Fee Account shall reflect the total amount of any fees paid in cash to a Director or deposited to a Director's Grantor Trust, including the amount equal to the aggregate federal, state and local individual income taxes attributable to the fees paid pursuant to Section 8.2, and Interest to be credited to a Director pursuant to Section 8.8. The After-Tax Fee Account shall reflect such gross amounts but shall be maintained on an after-tax basis.

The Pre-Tax Stock Account shall reflect the total amount of fees converted to Common Stock Units pursuant to Section 5, including the amount equal to the aggregate federal, state and local individual income taxes attributable to the fees paid pursuant to Section 8.2, and any adjustments made pursuant to Section 8.9. The After-Tax Stock Account shall reflect such gross amounts but shall be maintained on an after-tax basis.

The Accounts established pursuant to this Section 8.3 are for the convenience of the administration of the Plan and no trust relationship with respect to such Accounts is intended or should be implied.

As of the end of each calendar year, the Company shall adjust each Director's Pre-Tax Fee Account as follows:

FIRST, charge, in any year in which the Director is entitled to receive a distribution from his or her Grantor Trust, an amount equal to the distribution from the fee account maintained thereunder that would have been made to the Director if the aggregate amounts paid according to Section 8.2 had instead been deferred under Section 3;

NEXT, credit an amount equal to the gross amount of any fees paid for that year, not converted to Common Stock Units, that are paid to the Director (including the amount deposited in the Director's Grantor Trust and the amount equal to the aggregate federal, state and local individual income taxes attributable to the fees paid pursuant to Section 8.2) according to Section 8.2; and

FINALLY, credit an amount equal to the Interest earned for that year according to Section 8.8.

8.4 As of the end of each calendar year, the Company shall adjust each Director's After-Tax Fee Account as follows:

(a) FIRST, charge, in any year in which the Director is in receipt of a benefit distribution from his or her Grantor Trust, an amount equal to the product of (i) the distribution that would have been made to the Director if the aggregate amounts paid according to Section 8.2 had instead been deferred under Section 3, multiplied by (ii) a fraction, the numerator of which is the balance in the Director's After-Tax Fee Account as of the end of the prior fiscal year and the denominator of which is the balance of the Director's Pre-Tax Fee Account as of that same date;

(b) NEXT, credit an amount equal to the fees not converted to Common Stock Units that are paid that year to the Director directly to the Director's Grantor Trust according to Section 8.2; and

(c) FINALLY, credit an amount equal to the After-Tax Interest earned for that year according to Section 8.8.

As of the end of each calendar year, the Company shall adjust each Director's Pre-Tax Stock Account as follows:

FIRST, charge, in any year in which the Director is entitled to receive a distribution from his or her Grantor Trust, an amount equal to the distribution that would have been made to the Director if the aggregate amount of fees paid according to Section 8.2 had instead been deferred under Section 3 and the adjustments had been made under Section 5;

NEXT, credit an amount equal to the total amount of any fees for that year that are converted to Common Stock Units and paid to the Director (including the amount deposited in the Director's Grantor Trust and the amount equal to the aggregate federal, state and local individual income taxes attributable to the fees paid pursuant to Section 8.2) and allocated to the Stock Account maintained thereunder) according to Section 8.2; and

NEXT, credit an amount equal to the net earnings of the Director's Grantor Trust for the year; and

FINALLY, credit an amount equal to the Book Value Adjustments to be made for that year according to Section 8.9.

8.5 As of the end of each calendar year, the Company shall adjust each Director's After-Tax Stock Account as follows:

(a) FIRST, charge, in any year in which the Director is entitled to receive a distribution from his or her Grantor Trust, an amount equal to the product of (i) the

distribution that would have been made to the Director if the aggregate amounts paid according to Section 8.2 had instead been deferred under Section 3 and the adjustments had been made under Section 5, multiplied by (ii) a fraction, the numerator of which is the balance in the Director's After-Tax Stock Account as of the end of the prior fiscal year and the denominator of which is the balance of the Director's Pre-Tax Stock Account as of that same date;

(b) NEXT, credit an amount equal to the fees converted to Common Stock Units that are paid that year to the Director directly to the Director's Grantor Trust and allocated to the Stock Account maintained thereunder according to Section 8.2; and

(c) NEXT, credit an amount equal to the net earnings of the Director's Grantor Trust for the year; and

(d) FINALLY, credit an amount equal to the Book Value Adjustments to be made for that year according to Section 8.9.

8.6 The Director's Pre-Tax Fee Account and After-Tax Fee Account shall be credited with interest as follows:

(a) As of the end of each calendar year, a Director's Pre-Tax Fee Account shall be credited with interest ("Interest") at the following rate:

(i) the average of the "prime rate" of interest set forth on the Bloomberg Screen BTMM or comparable successor quotation service on the first business day of January and the last business day of each month of the fiscal year; plus

(ii) two hundred twenty-five (225) basis points.

(b) As of the end of each calendar year, a Director's After-Tax Fee Account shall be credited with the amount of Interest set forth above, multiplied by (one minus the aggregate of the applicable federal, state and local individual income tax rates and employment tax rate) (the "After-Tax Interest").

8.7 As of the end of each calendar year, a Director's Pre-Tax Stock Account and After-Tax Stock Account shall be adjusted as provided in Section 5.4, to the extent applicable, and shall also be adjusted to reflect the increase or decrease in the fair market value of the Company's common stock determined in accordance with Section 5.5, except that (i) any reference to the payment date in such Section shall mean December 31 of the applicable calendar year for purposes of this Section, and (ii) adjustments to the After-Tax Stock Account shall be made on an after-tax basis. Such adjustments shall be referred to as "Book Value Adjustments."

8.8 In addition to any fees paid to a Director's Grantor Trust under Section 8.2 during the year, the Company shall also make a payment (an "Interest Payment") with respect to each Director who has established a Grantor Trust for each year in which the Grantor Trust is in effect. The Interest Payment shall equal the excess, if any, of the gross amount of the Interest credited to the Director (as defined in Section 8.8(a)), over the net earnings of the Director's

Grantor Trust for the year, and shall be paid within the thirty (30)-day period beginning April 1 of the following calendar year. A portion of such gross Interest Payment, equal to the excess, if any, of the Net Interest Accrual over the net earnings of the Director's Grantor Trust, shall be deposited in the Director's Grantor Trust, with the balance paid to the Director; provided, however, in the event that the net earnings of the Director's Grantor Trust exceeds the Net Interest Accrual, a distribution from the Grantor Trust shall be required in accordance with Section 8.15. A Director's Net Interest Accrual for a year is an amount equal to the After-Tax Interest credited to the Director's After-Tax Fee Account for that year in accordance with Section 8.8(b).

8.9 In addition to the fees paid under Section 8.2 during the year and the Interest Payment described above, the Company shall also make a payment (a "Principal Payment") with respect to each Director who has established a Grantor Trust for each year in which the Grantor Trust is in effect, to be credited to the Stock Account maintained thereunder. The Principal Payment shall equal the excess, if any, of 75 percent of the fair market value (as determined in accordance with Section 6.5) of the balance of the Director's Pre-Tax Stock Account on December 31 over the balance in the Stock Account maintained under the Director's Grantor Trust as of that same date, and shall be paid within the thirty (30)-day period beginning April 1 of the following calendar year. For the calendar year in which the last installment distribution is made from the Director's Grantor Trust (meaning, the year that is X years following the year of the event triggering the payments, where X is the same number of years served by the Director), the payment made under this Section 8.11 shall equal the excess, if any, of 100 percent of the balance of the Director's After-Tax Stock Account over the balance in the Stock Account maintained under the Director's Grantor Trust as of that same date.

8.10 Each Director's Grantor Trust assets shall be invested solely in the instruments specified by investment guidelines established by the Committee. Such investment guidelines, once established, may be changed by the Committee, provided that any change shall not take effect until the year following the year in which the change is made and provided further that the instruments specified shall be consistent with the provisions of Section 3(b) of the form of Grantor Trust established by the Committee.

8.11 For purposes of Section 8, a Director's federal income tax rate shall be deemed to be the highest marginal rate of federal individual income tax in effect in the calendar year in which a calculation under this Section is to be made and state and local tax rates shall be deemed to be the highest marginal rates of individual income tax in effect in the state and locality of the Director's residence on the date such a calculation is made, net of any federal tax benefits without a benefit for any net capital losses. Notwithstanding the preceding sentence, if a Director is not a citizen or resident of the United States, his or her income tax rates shall be deemed to be the highest marginal income tax rates actually imposed on the Director's benefits under this Plan or earnings under his or her Grantor Trust without a benefit for any net capital losses.

8.12 If a portion of a Director's fees have been paid to a Grantor Trust pursuant to Section 8.2, then those fees and earnings thereon shall be paid to him from the Grantor Trust in the order in which they were earned (i.e., the fees for the earliest year of service as a Director will be the first fees distributed from the Grantor Trust(s), the fees for the next earliest year of service as a Director will be paid on the anniversary of the payment of the first installment, etc.).

The distribution of a Director's fees shall continue until all fees which the Director is entitled to receive under the Plan shall have been paid in accordance with the terms of the Grantor Trust(s).

8.15 AbbVie, as the administrator of the Director's Grantor Trust, may direct the trustee to distribute to the Director from the income of such Grantor Trust, a sum of money sufficient to pay the taxes on trust earnings for such year, to the extent a sufficient sum of money has not been paid to the Director pursuant to Section 8.10 or 8.11, as applicable. The taxes shall be determined in accordance with Section 8.13.

8.16 AbbVie, as the administrator of the Director's Grantor Trust, may direct the trustee to pay the appropriate federal, state and local individual income taxes attributable to the fees and other payments paid to the Director pursuant to Sections 8.2, 8.10 and 8.11 to the applicable tax authorities on behalf of the Director. The taxes shall be determined in accordance with Section 8.13.



**Certification of Chief Executive Officer  
Required by Rule 13a-14(a) (17 CFR 240.13a-14(a))**

I, Robert A. Michael, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AbbVie Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of AbbVie as of, and for, the periods presented in this report;
4. AbbVie's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for AbbVie and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to AbbVie, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of AbbVie's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in AbbVie's internal control over financial reporting that occurred during AbbVie's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, AbbVie's internal control over financial reporting; and
5. AbbVie's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to AbbVie's auditors and the audit committee of AbbVie's board of directors:
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect AbbVie's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in AbbVie's internal control over financial reporting.

Date: May 9, 2025

/s/ Robert A. Michael \_\_\_\_\_  
Robert A. Michael, Chief Executive Officer

**Certification of Chief Financial Officer  
Required by Rule 13a-14(a) (17 CFR 240.13a-14(a))**

I, Scott T. Reents, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AbbVie Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of AbbVie as of, and for, the periods presented in this report;
4. AbbVie's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for AbbVie and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to AbbVie, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of AbbVie's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in AbbVie's internal control over financial reporting that occurred during AbbVie's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, AbbVie's internal control over financial reporting; and
5. AbbVie's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to AbbVie's auditors and the audit committee of AbbVie's board of directors:
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect AbbVie's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in AbbVie's internal control over financial reporting.

Date: May 9, 2025

/s/ Scott T. Reents

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Scott T. Reents, Executive Vice President,  
Chief Financial Officer

**Certification Pursuant To  
18 U.S.C. Section 1350  
As Adopted Pursuant To  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AbbVie Inc. (the "Company") on Form 10-Q for the period ended March 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), I, Robert A. Michael, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert A. Michael

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Robert A. Michael  
Chief Executive Officer  
May 9, 2025

A signed original of this written statement required by Section 906 has been provided to AbbVie Inc. and will be retained by AbbVie Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification Pursuant To  
18 U.S.C. Section 1350  
As Adopted Pursuant To  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of AbbVie Inc. (the "Company") on Form 10-Q for the period ended March 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), I, Scott T. Reents, Executive Vice President, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Scott T. Reents

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Scott T. Reents  
Executive Vice President, Chief Financial Officer  
May 9, 2025

A signed original of this written statement required by Section 906 has been provided to AbbVie Inc. and will be retained by AbbVie Inc. and furnished to the Securities and Exchange Commission or its staff upon request.