

Exhibit A

*Settlement Agreement and Mutual Release between
Amarin Pharma, Inc. and Amarin Pharmaceuticals
Ireland, LTD (“Amarin”) and
Omax Health Inc. (“Omax”)*

May 7, 2019

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Settlement Agreement**”) is entered into by and between Amarin Pharma, Inc. and Amarin Pharmaceuticals Ireland, LTD (collectively, “**Amarin**”), on the one hand, and Omax Health, Inc. (“**Omax**”), on the other, with respect to the matters set forth below. Amarin and Omax are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

I. Corrective Statement

Within three (3) business days following the execution of the Settlement Agreement by the last Party to sign (“**Effective Date**”), Omax shall post the statement below (the “**Corrective Statement**”) on the omaxhealth.com website at the top of the FAQ page (<https://omaxhealth.com/faq>) under the heading “Corrective Statement Regarding Omax’s Press Release on Amarin’s Reduce-It Study” and in the same font type and font size as the rest of the FAQ page. The Corrective Statement will remain available to the public for a period of one hundred eight (180) days on the above-referenced omaxhealth.com webpage.

CORRECTIVE STATEMENT REGARDING OMAX’S PRESS RELEASE ON AMARIN’S REDUCE-IT STUDY:

On September 27, 2018, Omax issued a press release describing the results of Amarin’s REDUCE-IT™ study, which examined the impact of Vascepa®, Amarin’s FDA-approved omega-3 pharmaceutical drug, on treating cardiovascular disease. REDUCE-IT™ was a global study of 8,179 statin-treated adults with elevated cardiovascular risk and demonstrated to a statistically significant level that taking 4 grams of Vascepa® a day reduced, by approximately 25%, the risk of major adverse cardiovascular events (“MACE”) (a composite of cardiovascular death, nonfatal myocardial infarction, nonfatal stroke, coronary revascularization, or unstable angina requiring hospitalization).

Omax wishes to clarify:

- Amarin’s REDUCE-IT™ study was conducted on Vascepa®, an FDA-approved drug, comprised of pure icosapent ethyl, a single omega-3 acid. Amarin has informed Omax that, as a drug, Vascepa is manufactured subject to FDA’s standards for drug manufacturing to protect the single omega-3 acid ethyl ester active ingredient. The REDUCE-IT™ study was designed to determine whether 4 grams daily of Vascepa reduces the risk of major adverse cardiovascular events in at-risk patients on statin therapy.

- The REDUCE-IT study was not designed to test the efficacy of Omax3 Omega-3 dietary supplements.

- As a general matter, under federal law and California law, dietary supplements may be lawfully marketed to supplement the diet, but they cannot be

lawfully marketed to treat, mitigate, or prevent disease, such as cardiovascular disease. In 2004, FDA issued a policy stating that it would not object to promotions of omega-3 supplements using the language “Supportive but not conclusive research shows that consumption of EPA and DHA omega-3 fatty acids may reduce the risk of coronary heart disease” – so long as the statement is qualified with those terms and other factors are met. Applicable factors include that manufacturers may not recommend use of more than 2 grams per day of omega-3 dietary supplements, so as to ensure that the total daily intake from conventional food and dietary supplements together do not exceed 3 grams. FDA established this maximum use level because of concerns over possible adverse effects of fish oil consumption on bad cholesterol, bleeding time, and glycemic control. FDA does not permit omega-3 dietary-supplement manufacturers to make claims related to coronary heart disease or any other cardiovascular disease that are not qualified in the same manner. Since 2004, FDA has not publicly revisited the qualified health claim. The FDA’s most recent statement about the qualified health claim can be found here:

<http://wayback.archive-it.org/7993/20171114183727/https://www.fda.gov/Food/IngredientsPackagingLabeling/LabelingNutrition/ucm072932.htm>

- In addition, under certain federal and state laws, dietary supplements cannot be marketed with claims that imply or suggest they are substitutes for a product that is a therapy for a disease, such as Vascepa.

II. Covenant to Refrain from Making Certain Statements.

- a. In consideration of Amarin’s agreement to dismiss the “**Lawsuit**” (defined to mean *Amarin Pharma, Inc., et al. v. Omax Health, Inc.*, U.S. District Court, C.D. Cal., Case No. CV-18-9239-DMG (MRWx), Omax covenants, promises, and agrees that, except in connection with the Corrective Statement, Omax and its officers, directors, agents, employees, representatives, and affiliates, namely, parents and subsidiaries, shall not make any of the following statements in testimonials or otherwise, in product labeling, commercial advertising, or other promotional communications in the United States, including but not limited to communications to the general public and health care professionals (e.g., physicians, nurses, and medical staff in health care offices):
 - i. Statements that imply or suggest the applicability to Omax’s omega-3 dietary supplements of the REDUCE-IT study, any other study that has been conducted by Amarin on Vascepa (i.e., MARINE and ANCHOR), or any future study that Amarin may conduct on Vascepa or other omega-3 product that Amarin is developing or marketing as a drug.
 - ii. Statements regarding the effectiveness of Omax’s omega-3 dietary supplements (defined herein to mean Omax dietary supplements in which omega-3s are an active ingredient) in treating cardiovascular disease, except:
 1. As permitted, or otherwise sanctioned, by statute, or by regulation, policy document, “no objection” letter, guidance, or other authority

from the federal Food and Drug Administration (“**FDA**”), or

2. Where the FDA has issued a policy document or letter stating that it will not object to a qualified cardiovascular disease claim (*e.g.*, a “qualified health claim”) for, or will exercise its regulatory discretion on a claim regarding, omega-3, and Omax meets the requirements necessary to invoke that policy. Based on FDA’s current “qualified health claim” for omega-3 and coronary heart disease, Omax currently may state: “Supportive but not conclusive research shows that consumption of EPA and DHA omega-3 fatty acids may reduce the risk of coronary heart disease,” so long as Omax meets the other factors required to invoke the “qualified health claim.” To clarify, Omax may include this “qualified health claim” only on the labels/packaging of those products that meet the requirements necessary to invoke the FDA policy or discretion (*e.g.*, those that are not marketed for daily intakes above 2 grams/day). With respect to its website, Omax may include this “qualified health claim” on its web pages and blog posts so long as it is only marketing products on those pages that meet the requirements necessary to invoke the FDA policy or discretion, but may not include the “qualified health claim” on a web page on which a product that does not meet such requirements is promoted or sold. Omax may not make any other statement regarding coronary heart disease, or cardiovascular disease more generally, as it relates to Omax’s omega-3 dietary supplements.

Nothing in this section is intended to prohibit Omax from making any statement that is in keeping with any subsequent and/or superseding qualified health claim related to omega-3 dietary supplements that is issued by FDA.

- iii. Statements or images that include any of the following words: Amarin, Amarin Pharma, Inc., Amarin Pharmaceuticals Ireland, Ltd., Amarin Corporation plc, Vascepa®, or REDUCE-IT™. Omax may, however, respond to consumer inquiries that include any of these words, and shall do so by referring the consumer to Amarin and/or by stating that Omax does not compare its products to those of Amarin.
- iv. Statements that Omax’s omega-3 dietary supplements (defined herein to mean Omax dietary supplements in which omega-3s are an active ingredient) will lower or reduce high triglycerides, unless permitted, or otherwise sanctioned, by statute, or by regulation, policy document, FDA letter, guidance, or other authority from the FDA.
- v. Statements regarding the comparability, substitutability, or superiority of Omax’s omega-3 dietary supplements to Vascepa. Omax may, however, respond to consumer inquiries regarding comparability, substitutability, or superiority, and shall do so only by referring the consumer to Amarin and/or

by stating that Omax does not compare its products to those of Amarin.

Examples of such statements are as follows:

1. “[T]he long-awaited results of the Vascepa® (icosapent ethyl) REDUCE-IT trial . . . further validat[e] Omax3®’s 10-year position, that high-concentrate omega3 fatty acids have a profound and lasting effect on cardiovascular health”;
 2. “Although Vascepa is a pharmaceutical drug, this groundbreaking [REDUCE-IT] study further validates the safety and efficacy of Omax3’s pharmaceutical grade omega-3 dietary supplement”;
 3. “Omega-3s can help reduce the risk of coronary heart disease” (*i.e.*, without the other language in the “qualified health statement” as quoted in Section II.a.ii.2, above);
 4. “Omax3 has been formulated so it doesn’t increase LDL levels, or bad cholesterol”;
 5. “Omax3 Ultra-Pure omega-3 supplements lower triglycerides”;
- b. Nothing in this section is intended to prohibit Omax from making any statement permitted, as noted above: (1) by FDA or, (2) through the state of California’s drug-approval process.
- c. Section II will not take effect with regard to Omax’s website until 30 days after the Effective Date. With respect to Omax printed materials, within three weeks of the Effective Date, Omax will provide Amarin with a list of any printed materials that are not in compliance with the terms of the Agreement, and the statement(s) on such materials that are not in compliance. Omax may continue to distribute such already-printed materials only through the end of 2019.

III. Consent Order and Dismissal of Lawsuit.

Within five (5) business days of the Effective Date, the Parties will jointly file in the United States District Court for the Central District of California a motion asking the Court to issue a Consent Order:

- a. Requiring Omax to maintain the Corrective Statement as set forth in Section I, above,
- b. Prohibiting Omax from making explicit or implicit the statements prohibited by Section II(a), and
- c. Providing for the retention of jurisdiction by the Court for four (4) years from the filing date for purposes of enforcing the Consent Order.

Within five (5) business days of entry of the Consent Order and Omax’s posting of the

Corrective Statement required under Paragraph I above, the Parties will jointly file in the United States District Court for the Central District of California a Stipulation of Dismissal with Prejudice providing that all claims asserted in the Lawsuit are dismissed with prejudice, with each party to bear its own costs and fees.

IV. Breach

Any action to enforce the terms of this Agreement will be maintained in the United States District Court for the Central District of California. Before Amarin may bring any legal action to enforce the terms of this Agreement, Amarin shall provide written notice to Omax of any claimed breach of this Agreement, and Omax shall have fifteen (15) days thereafter within which to correct the claimed breach. If Omax corrects the claimed breach to Amarin's satisfaction, which shall not be unreasonably withheld, within the fifteen (15) days, Amarin shall not file a legal action.

If the Court determines that Omax breached the Agreement, Omax will be liable for:

- a. Amarin's actual demonstrable damages resulting from the breach (including attorneys' fees), and
- b. The cost of all commercially reasonable corrective actions—including, but not limited to, the cost of corrective press releases and advertisements—the Court deems appropriate under the circumstances, not to exceed fifty thousand dollars (\$50,000).

If the Court determines that Omax did not breach the Agreement, Amarin will be liable for Omax's attorneys' fees.

V. Mutual Releases

Except for the rights, duties and obligations set forth in this Settlement Agreement, Amarin, on behalf of itself and its past, present, and future direct or indirect parents, subsidiaries, divisions, predecessors, affiliates, shareholders, directors, owners, partners, associates, executives, licensees, owners, managers, servants, administrators, officers, employees, representatives, agents, insurers, attorneys, successors and assigns and/or entities controlling Amarin or under common control with Amarin, whether individually or as part of a group, and all persons or entities acting by, through, or in concert with them or any of them, do fully and completely, absolutely, expressly and irrevocably release and discharge Omax and its past, present and future direct or indirect parents, subsidiaries, divisions, predecessors, affiliates, shareholders, directors, owners, partners, associates, executives, licensees, owners, managers, servants, administrators, officers, employees, representatives, agents, insurers, attorneys, successors and assigns and/or entities controlling Omax or under common control with Omax, whether individually or as part of a group, and all persons or entities acting by, through, or in concert with them or any of them (collectively, "**Omax Released Parties**"), from any and all manners of action or actions, claim or claims for relief in law or in equity, suits, liens, contracts, promises, liabilities, injuries to person or property, claims, predicate acts, damages,

losses, costs, or expenses, fixed or contingent, direct or indirect, any and all debts, claims, demands, liabilities, obligations, offsets, and causes of action whatsoever, whether known, suspected or unknown, and regardless of whether the claimed injuries and/or damages are not yet known or manifested, filed or unfiled, asserted or as yet unasserted, or existing or contingent, and regardless of the legal theory or theories of damages against any of them relating to any conduct or action of the Omax Released Parties concerning the subject matter of the Lawsuit prior to the execution of this Settlement Agreement.

Except for the rights, duties and obligations set forth in this Settlement Agreement, Omax, on behalf of itself and its past, present, and future direct or indirect parents, subsidiaries, divisions, predecessors, affiliates, shareholders, directors, owners, partners, associates, executives, licensees, owners, managers, servants, administrators, officers, employees, representatives, agents, insurers, attorneys, successors and assigns and/or entities controlling Omax or under common control with Omax, whether individually or as part of a group, and all persons or entities acting by, through, or in concert with them or any of them, do fully and completely, absolutely, expressly and irrevocably release and discharge Amarin and its past, present and future direct or indirect parents, subsidiaries, divisions, predecessors, affiliates, shareholders, directors, owners, partners, associates, executives, licensees, owners, managers, servants, administrators, officers, employees, representatives, agents, insurers, attorneys, successors and assigns and/or entities controlling Amarin or under common control with Amarin, whether individually or as part of a group, and all persons or entities acting by, through, or in concert with them or any of them (collectively, "**Amarin Released Parties**"), from any and all manners of action or actions, claim or claims for relief in law or in equity, suits, liens, contracts, promises, liabilities, injuries to person or property, claims, predicate acts, damages, losses, costs, or expenses, fixed or contingent, direct or indirect, any and all debts, claims, demands, liabilities, obligations, offsets, and causes of action whatsoever, whether known, suspected or unknown, and regardless of whether the claimed injuries and/or damages are not yet known or manifested, filed or unfiled, asserted or as yet unasserted, or existing or contingent, and regardless of the legal theory or theories of damages against any of them relating to any conduct or action of the Amarin Released Parties concerning the subject matter of the Lawsuit prior to the execution of this Settlement Agreement.

VI. Waiver and Relinquishment of Rights

The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein, and that this Settlement Agreement shall be and remain effective in all respects, the discovery of such different or additional facts with respect to the claims released herein notwithstanding. In furtherance of the general release given in Section V above, the Parties acknowledge that they knowingly and voluntarily waive their rights under Section 1542 of the California Civil Code or any similar provision any other law, to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them by their attorneys and/or advisors. The Parties acknowledge that they are familiar

with the provisions of Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

JT Initialed by Amarin

KC Initialed by Omax

The provisions of Section 1542 notwithstanding, and for the purpose of implementing a full and complete general waiver/release in accordance with the terms set forth in Section V above, the Parties expressly acknowledge that the general release in Section V and the Waiver in this Section VI are intended to include in their scope all claims against the Omax Released Parties and Amarin Released Parties (collectively, the “**Released Parties**”) which they do not know or suspect to exist at the time of execution of this Settlement Agreement, and that this release contemplates the extinguishment of any such claim or claims arising out of or relating to any conduct, practice or action of the Released Parties Released Parties prior to the execution of this Settlement Agreement. The Parties expressly waive any right to assert hereafter any claims that they may assert were excluded from this Settlement Agreement through ignorance, oversight, error or otherwise.

VII. Representations and Authority

Each Party represents and warrants that it is not aware of any claim that could have been, but was not, asserted in the Litigation, and is not currently aware of any claim that the Party could assert against any of the Released Parties, even if unrelated to the Litigation.

Each Party represents and warrants that the person executing this Settlement Agreement on its behalf has full authority and capacity to execute this Settlement Agreement and to give the releases and other promises contained herein.

Each Party represents and warrants that it has not heretofore assigned or otherwise transferred, or attempted to assign, or transfer, any claim or claims against any of the Released Parties, and that there is no other person or legal entity that has not executed this Settlement Agreement as a releasing party that has any interest in any such claim or claims against any of the Released Parties.

VIII. No Admission of Liability

This is a compromise settlement that is not in any respect, nor for any purpose, to be deemed or construed to be or used as evidence of, an admission of any fact, legal conclusion, proposition, or liability whatsoever on the part of any person or entity. This Agreement affects the settlement of claims, which are denied and contested, and nothing contained herein shall be construed as an admission by any Omax or the other Omax

Released Parties of any liability of any kind. Omax and the other Omax Released Parties deny any liability in connection with any such claims and intend merely to avoid litigating the Lawsuit and to buy peace.

IX. Notices

Any notice or communication required under this Settlement Agreement shall be effective when received and sufficient if given in writing, and shall be addressed as follows:

For Amarin: Matthew J. Blaschke, Esq.
King & Spalding LLP
101 Second Street, Suite 2300
San Francisco, CA 94105
Telephone: +1 415 318 1212
mblaschke@kslaw.com

For Omax: René P. Tatro, Esq.
Tatro Tekosky Sadwick LLP
333 S. Grand Avenue, Suite 4270
Los Angeles, CA 90071
Telephone: (213) 225-7171
rtatro@tsmlaw.com

X. General Provisions

1. Further Cooperation

The Parties shall execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Settlement Agreement, and shall promptly and in good faith undertake all commercially reasonable acts to effectuate the provisions of this Settlement Agreement.

2. Entire Agreement

This Settlement Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement, have been made by any Party hereto.

3. Choice of Law and Jurisdiction

This Settlement Agreement is being executed in part in the State of California and it shall be deemed to be made under, and shall be interpreted in accordance with, the internal laws of the State of California.

4. Legal Advice

Each Party has had the opportunity to consult with legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Settlement Agreement and all other matters contained herein.

5. Investigation

Each Party acknowledges that it has been represented in the negotiations for, and in preparation of, this Settlement Agreement by counsel of its choice, that it has read this Settlement Agreement and has had it fully explained by such counsel, and that it is fully aware of the contents of this Settlement Agreement and of the legal effect of each and every provision thereof. Each Party has made such investigation of the facts pertaining to this Settlement Agreement and of all matters pertaining thereto as it deems necessary.

6. Waiver, Modification, and Amendment

No provision of this Settlement Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Settlement Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by all Parties.

7. Severability

If any provision of this Settlement Agreement as applied to anyone or to any circumstances shall be adjudged by a court to be void and unenforceable, the same shall in no way affect:

- a. Any other provision of this Settlement Agreement;
- b. The application of such provision in any other circumstances; and
- c. The validity or enforceability of this Settlement Agreement as a whole, provided, however, that if the term declared void or unenforceable is material to someone for whom such term provided a benefit or protection, it can seek other remedies, including, without limitation, rescission or reformation, based on the term being declared void or unenforceable.

8. Construction

In construing this Settlement Agreement, no Party shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against it solely by reason of one Party having drafted the same, as a result of the manner of the preparation of this Settlement Agreement, or otherwise. Each term and provision of this Settlement Agreement shall be construed and interpreted so as to render it enforceable.

9. Execution in Counterparts

This Settlement Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties.

10. Signatures

Telecopied and scanned email signatures shall be deemed originals.

11. Headings

Headings or captions contained in this Settlement Agreement are solely for the convenience of the Parties, are not a part of this Settlement Agreement, and shall not be used for the interpretation of, or determination of the validity of, this Settlement Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the dates set forth below.

ACCEPTED AND AGREED

May 7, 2019
Dated: ~~April~~, 2019

By: /s/ Joseph T. Kennedy
Name: Joseph T. Kennedy
Title: EVP, GC
For Amarin Pharma, Inc.

May 7, 2019
Dated: ~~April~~, 2019

By: /s/ John F. Thero
Name: John F. Thero
Title: President, CEO
For Amarin Pharmaceuticals Ireland, LTD

May 7, 2019
Dated: ~~April~~, 2019

By: /s/ Kristin Chadwick
Name: Kristin Chadwick
Title: CEO
For Omax Health, Inc.