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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): February 24, 2023**

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**VIATRIS INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-39695**  
(Commission  
File Number)

**83-4364296**  
(I.R.S. Employer  
Identification No.)

**1000 Mylan Boulevard, Canonsburg, Pennsylvania, 15317**  
(Address of Principal Executive Offices)

**Registrant's telephone number, including area code: (724) 514-1800**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

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	VTRS	The NASDAQ Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On February 24, 2023, Viatris Inc. (the “Company”) appointed Scott A. Smith to serve as the Chief Executive Officer of the Company, effective as of April 1, 2023, and to hold such office until his successor is chosen and qualified in his stead or until his earlier death, resignation or removal. Mr. Smith, age 60, is currently on the Company’s Board of Directors (the “Board”) and most recently served as President of BioAtla, Inc. (“BioAtla”), a global biotechnology company focused on the development of Conditionally Active Biologics™ antibody therapeutics, since 2018 and as a director of BioAtla since 2020. At BioAtla, Mr. Smith built a clinical development structure that moved multiple assets from investigational new drug applications into late stage clinical development, drove the company’s long-term strategic operational plan and led all business development activities, among other responsibilities. Prior to joining BioAtla, Mr. Smith was an executive at Celgene Corporation (“Celgene”), a global biopharmaceutical company, from 2008 to 2018, rising up the ranks from SVP and Global Head of Immunology to President of Inflammation and Immunology and then, beginning in 2017, President and Chief Operating Officer where he led the company’s oncology, inflammation and immunology franchise commercial operations and clinical development, among other responsibilities.

Mr. Smith also serves as chairman of the board of directors of Triumvira Immunologics. Mr. Smith previously served on the boards of directors of Refuge Biotechnologies, Inc. and Titan Pharmaceuticals, Inc., chairing that company’s Compensation and Nominating and Governance Committees, and as Chairman of F-star Therapeutics, Inc., serving on that company’s Audit and Nominating and Corporate Governance Committees.

In connection with his appointment, Mr. Smith entered into an offer letter with the Company providing for an annual base salary of \$1.4 million, an annual target bonus opportunity equal to 150% of base salary (pro-rated for 2023) and eligibility for an annual long-term incentive award with an intended value of 700% of base salary (800% for 2023). In the event of a termination without cause, Mr. Smith will be eligible for severance equal to the sum of his base salary and annual target bonus if such termination occurs on or prior to June 30, 2024, two times the sum of base salary and annual target bonus if such termination occurs after June 30, 2024 and two and a half times the sum of base salary and annual target bonus if such termination occurs within 24 month months following a change in control of the Company. Mr. Smith is eligible to participate in employee benefits and perquisites generally made available to executive officers of the Company.

There are no arrangements or understandings between Mr. Smith and any other persons pursuant to which he was selected as Chief Executive Officer, he has no family relationships with any of the Company’s directors or executive officers and he has no direct or indirect material interest in any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Effective as of April 1, 2023, Michael Goettler, the Company’s current Chief Executive Officer, will cease to serve in that role and will cease to serve on the Board. These actions were not related to any disagreement between Mr. Goettler and the Company on any matter relating to the Company’s operations, policies or practices. Mr. Goettler will be entitled to the separation benefits payable in accordance with the terms of his previously disclosed letter agreement with the Company.

The offer letter with Mr. Smith and the separation agreement with Mr. Goettler are each filed as exhibits to this Form 8-K and the foregoing summaries are qualified in their entirety by the terms of such agreements.

**Item 7.01 Regulation FD Disclosure.**

On February 27, 2023, the Company issued a press release announcing the appointment of Mr. Smith and separation of Mr. Goettler. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01 (including Exhibit 99.1) shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Offer Letter with Scott A. Smith, dated February 24, 2023.</a>
10.2	<a href="#">Separation Agreement with Michael Goettler, dated February 24, 2023.</a>
99.1	<a href="#">Press Release, dated February 27, 2023.</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

**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 hereunto duly authorized.

VIATRIS INC.

Date: February 27, 2023

By: /s/ Sanjeev Narula  
Sanjeev Narula  
Chief Financial Officer

February 24, 2023

Scott A. Smith  
c/o last address on file with the Company

Dear Scott:

On behalf of Viatris Inc. (the "Company"), I am pleased to confirm the terms of employment offered by the Company in connection with your role as Chief Executive Officer of the Company effective as of April 1, 2023 (the "Effective Date").

1. Position. Your position shall be Chief Executive Officer, and you shall devote your full business time and attention to such position. You shall report to the Board of Directors (the "Board") and you shall perform such duties as requested by the Board.

2. Work Location. In the first twelve (12) months, it is anticipated that a significant portion of your working time will be spent at Company offices in New York and/or Pittsburgh. You will also be required to travel as dictated by business needs.

3. Base Salary. Your annual base salary shall be \$1,400,000 ("Base Salary"), payable on the Company's standard payroll dates and subject to deductions and withholdings as required by applicable law.

4. Annual Incentive Bonus. Your target bonus opportunity shall be 150% of Base Salary, and shall be prorated for 2023 to reflect a partial year of service. The terms and conditions of the annual incentive plan applicable to the Company's officers, including the applicable performance goals, will be subject to the determination of the Board (or its applicable designee) each year.

5. Long-Term Incentive Awards. During your employment with the Company, you shall be eligible to receive annual grants of long-term incentive awards as determined by the Board (or its applicable designee). It is intended that the grant date value of such awards shall equal (i) for 2023, 800% of Base Salary and (ii) for all subsequent years of your employment with the Company, 700% of Base Salary. The terms and conditions of the long-term incentive plan applicable to the Company's officers, including the applicable performance goals, the mix of long-term incentive vehicles and the timing of applicable grants, will be subject to the determination of the Board (or its applicable designee) each year.

6. Severance. In the event you are terminated by the Company without Cause (as such term is defined in the applicable Viatris severance plan) following the commencement of your employment, you will be entitled to receive a severance payment equal to (i) the Severance Multiple multiplied by (ii) the sum of your Base Salary and target annual bonus in effect at the time of such termination. For purposes of this offer letter, the Severance Multiple means (x) one (1) in the event of a termination on or prior to June 30, 2024 and two (2) thereafter or (y) two and one-half (2.5) in the event of a termination at any point within twenty-four (24) months following a Change in Control of the Company (as defined in the Viatris 2020 Stock Incentive Plan). For the avoidance of doubt, you acknowledge and agree that upon any termination of your employment with the Company, you will be deemed to have immediately resigned from the Board and the board of directors (or equivalent) of any of the Company's affiliates or subsidiaries and from any officer positions with the Company and its affiliates or subsidiaries. The severance hereunder, if applicable, will be paid to you in the form of installments over a period of months corresponding to the severance period, on the Company's normal payroll dates, beginning no later than 60 days after your termination date, subject to your execution and non-revocation of the customary Company release of claims agreement signed by similarly situated senior executive officers.

7. Benefits. During your employment with the Company, you shall be eligible to participate in all of the various employee benefit plans and programs which are made available to similarly situated officers of the Company, in accordance with the eligibility provisions and other terms and conditions of such plans and programs.

8. Miscellaneous. The Company may deduct and withhold from any amount payable under this offer letter such Federal, state, local, foreign or other taxes as are required to be withheld. The validity, interpretation, construction and performance of this offer letter will be governed by the laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law).

This offer is also contingent upon execution by you of any applicable agreements relating to your employment with the Company (or an affiliate of the Company) (including any applicable confidentiality and/or restrictive covenant agreement), in each case, in a form consistent with such agreement to be entered into with similarly situated Company officers, which may be provided to you at a later date.

To confirm your acceptance of this offer, please sign and return the original to me.

Your passion and commitment give us every reason to believe that together we will set new standards in healthcare and provide access to high quality medicine for the world's 7 billion people.

Sincerely,

/s/ Andrew Enrietti

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Andrew Enrietti

Chief Human Relations Officer

Accepted:

Signature /s/ Scott A. Smith

Date February 24, 2023

## SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made by and between Michael Goettler (“Executive”) and Viatrix Inc. (together with its affiliates, the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

### RECITALS

WHEREAS, Executive shall separate from employment with the Company effective as of April 1, 2023 (the “Separation Date”); and

WHEREAS, the Company and Executive wish to set forth the terms of such separation from employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, the Company and Executive hereby agree as follows:

### COVENANTS

1. Consideration and Other Terms of Separation. Effective as of the Separation Date, Executive resigns from all positions as an executive, officer, employee or director of the Company and all of its parents, subsidiaries and affiliates, and Executive shall cease to be the Chief Executive Officer of the Company or any of its parents, subsidiaries and affiliates. Notwithstanding the foregoing, Executive hereby resigns from the Board of Directors of the Company (the “Board”) as of the date hereof, regardless of the Effective Date of this Agreement for all other purposes. Executive acknowledges and agrees that his separation from the Company, including his resignation from the Board, is not because of a disagreement with the Company, including in his capacity as a member of the Board, on any matter relating to the operations, policies or practices of the Company. Provided that Executive executes this Agreement and complies with its terms, and does not commit a material breach of this Agreement, as described in Section 12 (e.g., Confidentiality, Non-Competition, Non-Solicitation) below:

a. Separation Payment. Executive shall be paid an amount equal to \$8,125,000, subject to applicable deductions and withholdings required by applicable law (the “Total Cash Separation Payment”). The Total Cash Separation Payment and other payments pursuant to this Agreement are expressly conditioned on Executive’s compliance with the terms and conditions of this Agreement. The Total Cash Separation Payment shall be payable in the form of installments over a period of two and a half (2.5) years on Viatrix’ normal payroll dates; *provided, however*, that installments payable for the first six (6) months following the Separation Date shall be withheld and paid in a lump sum on the first regularly scheduled Company payroll date occurring after the six-month anniversary of the Separation Date. For the avoidance of doubt, the Total Cash Separation Payment represents payment in respect of your separation from employment and your obligations hereunder and does not represent wages for prior service.

b. Treatment of Equity-Based Awards. All time-based restricted stock units (“RSUs”) and performance-based RSUs (“PRSUs”), in each case, remain subject to the terms of the applicable long-term incentive plan or plans, as amended, and all applicable award agreements and amendments thereto. For the avoidance of doubt, all unvested RSUs and PRSUs, in each case, granted in calendar years 2021 and 2022 held by the Executive as of the Separation Date shall be forfeited immediately upon the Separation Date.

c. Pro Rata Annual Incentive Payment for 2023. Executive shall be paid a pro rata annual bonus for 2023, which shall be determined by reference to the bonus Executive would have earned based on actual performance for 2023 and pro rated to reflect the number of days elapsed in the 2023 fiscal year through the Separation Date. The pro rata bonus shall be paid as soon as practicable following the certification of applicable performance metrics for 2023, but in no event later than March 15, 2024.

d. Benefits. For a period of three years from the Separation Date, the Company shall continue to provide health and welfare benefits to Executive and/or Executive’s eligible dependents at least equal to those that were provided to them (taking into account any required employee contributions, co-payments and similar costs imposed on the Executive and the Executive’s dependents) by or on behalf of the Company in accordance with the benefit plans, programs, practices and policies in effect immediately prior to the Separation Date; *provided* that to the extent the Executive and/or Executive’s eligible dependents cannot be maintained on the Company’s health and welfare plans during such period the Company shall obtain comparable policies for the Executive and shall continue to pay that portion of the applicable costs that it pays on behalf of its actively employed executives who receive the same type of coverage; *provided, further*, that, if the Executive becomes reemployed with another employer and is eligible for health benefits, the continued benefits provided herein shall immediately cease. For the avoidance of doubt, Executive acknowledges and agrees that the period of continued benefits provided in this Section 1(d) shall be concurrent with Executive’s eligible benefit continuation period pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, which shall commence as of the first day of the month following the Separation Date. The Company will also (i) continue to provide Executive with tax preparation services consistent with past practice with respect to the 2023, 2024 and 2025 calendar years and (ii) reimburse Executive for reasonable expenses incurred in shipping or relocating household items from Pittsburgh, Pennsylvania.

e. 401(k) Restoration Plan. Executive shall be paid the accrued and vested benefit under the Company’s 401(k) Restoration Plan (in an amount currently equal to \$646,747 and subject to increase based on the anticipated March deposit credit) in a lump sum on the first regularly scheduled Company payroll date occurring after the six-month anniversary of the Separation Date.

f. Vacation Pay. The Company shall pay Executive for all unused and accrued vacation time as of the Separation Date (in an amount equal to \$125,000), less applicable deductions and withholdings required by applicable law. This payment shall be made in a lump sum and shall be paid on the Company’s next regularly scheduled payroll date after the Separation Date.



g. Other Benefits. Executive's participation in all other benefits and incidents of employment, including, but not limited to, the accrual of bonuses, vacation and paid time off, and any additional 401(k) plan contributions, shall cease as of the Separation Date. Vested amounts payable to Executive under the Company's 401(k) and other retirement plans or agreements shall be paid in accordance with the terms of such plans and agreements and applicable law. All payments hereunder shall be subject to applicable deductions and withholdings as required by applicable law.

2. Payment of Salary and Receipt of All Benefits. Executive acknowledges and represents that, other than the consideration to be paid pursuant to this Agreement, Executive's final regular pay on the Company's next regularly scheduled payroll date after the Separation Date and payment for all unused and accrued vacation time as of the Separation Date (which shall be included in Executive's final regular pay on the Company's next regularly scheduled payroll date after the Separation Date, subject to applicable deductions and withholding), the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, reimbursable expenses, stock, vesting, shares pursuant to vested restricted stock units, and any and all other benefits and compensation due to Executive by the Company and its affiliates. To receive reimbursement for any final Company-related travel expenses, Executive must submit a final report of all such outstanding expenses within thirty (30) calendar days after the Separation Date, accompanied by receipts and otherwise subject to the Company's expense reimbursement policy.

3. General Release of Claims. In consideration of the payments to be made under this Agreement, which Executive acknowledges Executive would not otherwise be entitled to receive, Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, direct and indirect parents and subsidiaries, benefit plans, plan administrators, insurers, trustees, divisions and subsidiaries, predecessor and successor corporations and assigns, and all persons acting with or on behalf of them (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of Executive's heirs, family members, executors, agents and assigns, hereby and forever releases and discharges the Releasees from any and all claims, complaints, charges, duties, obligations, demands or causes of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, failures to act, facts or damages that have occurred up until and including the date Executive executes this Agreement, including, without limitation:

a. any and all claims relating to or arising from Executive's employment relationship with the Company and/or any of the Releasees and the termination of that relationship;

b. any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company and/or any of the Releasees, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims under any policy, agreement, understanding or promise, written or oral, formal or informal, between any Releasee and Executive existing as of the date hereof (whether or not known or arising before, on or after the date Executive executes this Agreement);

e. any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967 ("ADEA"); the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the laws and Constitution of the Commonwealth of Pennsylvania, each as amended, or any other federal, state or local law, regulation ordinance or common law;

f. any and all claims for violation of the federal or any state constitution;

g. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

h. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

i. any and all claims for attorneys' fees and costs; and

j. any other claims whatsoever.

Executive agrees that the Release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This Release does not extend to any obligations incurred under this Agreement or any indemnification agreement between Executive and the Company, any claims accruing after the execution of this Agreement, or any rights Executive may have under any D&O insurance policy maintained by the Company and/or any of the Releasees. This Release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to file a charge with or participate in a charge by, the Equal Employment Opportunity Commission, or any other local, state or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give Executive the right to recover any monetary damages against the

Company and/or any of the Releasees; and Executive's release of claims herein bars Executive from recovering such monetary relief from the Company and/or any of the Releasees. Executive represents that Executive has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action or other matter waived or released by this Section 3.

Executive agrees that the consideration set forth in this Agreement is subject to Executive's execution, not later than 21 days following the Separation Date, of this Release, and the non-revocation of the Release during the period specified therein. If Executive fails to execute and deliver the Release within 21 days following the Separation Date, or if Executive revokes the Release as provided therein, Executive shall forfeit his right to receive the compensation and benefits provided under this Agreement. In the event Executive signs this Agreement prior to the Separation Date, he will be required to execute an affirmation of the Release upon his Separation Date.

4. Acknowledgment that Waiver of Claims is Knowing and Voluntary. Executive acknowledges that Executive is waiving and releasing any rights Executive may have under the ADEA and that the waiver and release is knowing and voluntary. Executive agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive executes this Agreement. Executive acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law; (c) Executive has seven (7) days following the execution of this Release to revoke this Release and may do so by writing to the Company's General Counsel; (d) this Release shall not be effective until after the revocation period has expired without revocation; and (e) nothing in this Release prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Release and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Release.

5. Unknown Claims. Executive acknowledges that Executive has been advised to consult with legal counsel and that Executive is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in Executive's favor at the time of executing the release, which, if known by Executive, must have materially affected Executive's settlement with the Releasee. Executive, being aware of said principle, agrees to expressly waive any rights Executive may have to that effect, as well as under any other statute or common law principles of similar effect.

6. No Pending or Future Lawsuits. Executive represents that Executive has no lawsuits, claims, or actions pending (directly or indirectly) in Executive's name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Executive also represents that Executive does not intend to bring any claims (directly or indirectly) on Executive's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

7. Confidentiality. Executive reaffirms and agrees to observe and abide by the “Agreement Relating to Patents, Copyrights, Inventions, Confidentiality and Proprietary Information” entered into between Executive and the Company and any and all amendments and supplements thereto (the “Confidentiality Agreement”). For the avoidance of doubt, Confidential Information thereunder includes, without limitation, information or materials regarding the Company’s plans, strategies, governance or operations, deliberations, including any discussions or deliberations relating thereto.

8. Non-Competition and Non-Solicitation. Executive agrees that for a period ending one (1) year after the Separation Date:

a. Executive shall not, directly or indirectly, whether for himself or for any other person, company, corporation or other entity be or become associated in any way (including but not limited to the association set forth in (i)-(vii) of this subsection) with any business or organization which is directly or indirectly engaged in the research, development, manufacture, production, marketing, promotion or sale of any product the same as or similar to those of the Company, or which competes or intends to compete in any line of business with the Company. Notwithstanding the foregoing, Executive may during the period in which this paragraph is in effect own stock or other interests in corporations or other entities that engage in businesses the same or substantially similar to those engaged in by the Company; provided that Executive does not, directly or indirectly (including without limitation as the result of ownership or control of another corporation or other entity), individually or as part of a group (as that term is defined in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) (i) control or have the ability to control the corporation or other entity; (ii) provide to the corporation or entity, whether as an executive, consultant or otherwise, advice or consultation; (iii) provide to the corporation or entity any confidential or proprietary information regarding the Company or its businesses or regarding the conduct of businesses similar to those of the Company; (iv) hold or have the right by contract or arrangement or understanding with other parties to hold a position on the board of directors or other governing body of the corporation or entity or have the right by contract or arrangement or understanding with other parties to elect one or more persons to any such position; (v) hold a position as an officer of the corporation or entity; (vi) have the purpose to change or influence the control of the corporation or entity (other than solely by the voting of his shares or ownership interest); or (vii) have a business or other relationship, by contract or otherwise, with the corporation or entity other than as a passive investor in it; provided, however, that Executive may vote his shares or ownership interest in such manner as he chooses provided that such action does not otherwise violate the prohibitions set forth in this sentence. Executive shall be permitted to request a waiver of this Section 8(a), provided that any such waiver shall be subject to the sole discretion of the Company (not to be unreasonably withheld).

b. Executive will not, either directly or indirectly, either for himself or for any other person, partnership, firm, company, corporation or other entity, contact, solicit, divert or take away any of the customers or suppliers of the Company.

c. Executive will not solicit, entice or otherwise induce any employee of the Company to leave the employ of the Company for any reason whatsoever; nor will Executive directly or indirectly aid, assist or abet any other person or entity in soliciting or hiring any employee of the Company, nor will Executive otherwise interfere with any contractual or other business relationships between the Company and its employees.

9. Trade Secrets and Confidential Information/Company Property/Inquiries. Executive's signature below constitutes Executive's representation that as of the Separation Date, Executive shall (a) remove from any and all devices, records, files, folders, cameras, media, internet sites, electronic or digital devices, and any and all other sources, all documents, tapes, photographs, recordings, images, reproductions, electronic files and other items provided to Executive by the Company and/or any of the Releasees, developed or obtained by Executive in connection with Executive's employment with the Company, or otherwise belonging to the Company and/or any of the Releasees, and (b) return all documents, tapes, photographs, recordings, images, reproductions, electronic files and other items provided to Executive by the Company, developed or obtained by Executive in connection with Executive's employment with the Company, or otherwise belonging to the Company, including but not limited to any personal computer(s), BlackBerry, iPhone, iPad, tapes, photographs, recordings, images, reproductions, electronic files and other items. Executive further represents that Executive shall not misuse or disclose any of the Company's and/or any of the Releasees' confidential, proprietary or trade secret information to any third party other than good faith disclosure to a law enforcement or authorized regulatory agency of the United States Government or any state or local government. In addition, Executive shall abide by the Company's external communication policy, such that in the event Executive receives any media, financial community or other third-party inquiries regarding the Company, except as provided in this Section 9 and Section 10 of this Agreement, Executive shall not respond (nor shall Executive initiate any such contact) and shall promptly notify the Company's Global Public Affairs Department at 724.514.1968 or [gpa@viatris.com](mailto:gpa@viatris.com), or any successor department. Pursuant to the Defend Trade Secrets Act of 2016, Executive is hereby notified that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state or local government official (directly or indirectly) or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

10. Limits on Cooperation; Compliance. Executive agrees that Executive shall not knowingly encourage, counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints by any third party, against any of the Releasees, other than good faith assistance to a law enforcement or authorized regulatory agency of the United States Government or any state or local government. Executive may, however, respond to a lawful subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement or as otherwise required by law. Executive agrees both to promptly notify the Company upon receipt of any such subpoena or court order,

and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone, other than a law enforcement or authorized regulatory agency of the United States Government or any state or local government, for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges or complaints against any of the Releasees, Executive shall state no more than that Executive cannot provide counsel or assistance. If approached for counsel or assistance as aforementioned, whether by private parties or law enforcement or regulatory agencies, Executive shall promptly notify the Company of such an occurrence, and provide information to the Company regarding any such communication. While Executive may respond in good faith to lawful inquiries by law enforcement or regulatory agencies, Executive shall notify any such agencies of Executive's obligations with respect to confidentiality under this Agreement, the Confidentiality Agreement, and any other applicable agreements, and Executive shall continue to honor such obligations in the course of responding to law enforcement or regulatory agency inquiries, as lawfully permitted. Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Securities and Exchange Commission (the "SEC") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, limits Executive's ability to communicate with the SEC pursuant to such provision or limits Executive's right to receive an award for information provided to the SEC pursuant to such provision. Furthermore, Executive hereby represents that Executive is not aware of any violation of any law, Company policy or the Company's Code of Conduct in any event which could cause harm (financial or otherwise) to the Company or any of its subsidiaries, parents or affiliates or their respective properties, shareholders, employees or prospects, other than matters which Executive has previously reported to the Office of Global Compliance, the Viatrix Legal Department or any successor department.

Executive shall use Executive's best efforts to consult with the Company and respond to the Company's reasonable requests for information or follow-up assistance pertaining to work Executive performed on behalf of the Company and/or any subsidiary or affiliate, or other matters in which Executive was involved or of which Executive was otherwise aware, prior to the Separation Date. Executive's obligations hereunder shall include, without limitation, Executive's response to requests of legal counsel for the Company and/or any subsidiary or affiliate regarding any legal matters or proceedings of any kind currently pending or which may arise after the Separation Date. The Company shall reimburse Executive for any expenses incurred by Executive in connection with such requests or assistance if approved by the Company's Legal Department and supported by required documentation. No payment made to Executive hereunder is intended to be or shall be interpreted as a payment for testimony in any legal matter. Executive understands that Executive is to provide Executive's good faith assistance, and agrees to provide truthful responses to any requests for information or testimony.

11. Non-Disparagement. Executive agrees to refrain from any disparaging statements, including but not limited to statements that amount to libel or slander, about the Company, its direct and indirect parents, subsidiaries or affiliated companies, and/or any of its or their current or former employees, officers or directors, and/or any of the other Releasees including, without limitation, the business, products, governance, intellectual property, financial standing, future prospects or other employment, compensation, benefit or personnel practices of the Company and/or any of the Releasees. Executive further agrees to refrain from any disparaging statements, including but not limited to libel or slander, about any of the Releasees

that pertain to any personal or confidential matters that may cause embarrassment to any of the Releasees or may result in any adverse effect on the professional or personal reputation of any of the Releasees. The foregoing restrictions shall not apply to any testimony that Executive is compelled by law to give (whether written or verbal). The Company agrees to instruct its executive officers to refrain from any disparaging statements, including but not limited to libel or slander, about Executive that pertain to any personal or confidential matters that may cause embarrassment to Executive or may result in any adverse effect on the professional or personal reputation of Executive. The foregoing restrictions shall not apply to any testimony that any executive officer of the Company is compelled to give by law (whether written or verbal).

## 12. Breach.

a. Material Breach of Agreement. In addition to the rights provided in Section 20 below, if Executive commits a material breach of this Agreement, which shall include, without limitation, any breach of Sections 7, 8, 9, 10 and 11 of this Agreement and any breach of the Confidentiality Agreement, the Company shall be entitled to immediately recover and/or cease providing the payments and consideration provided to Executive under this Agreement (including, for the avoidance of doubt, canceling any equity awards Executive holds) and to obtain damages, except as provided by law.

b. Executive also acknowledges and agrees that Executive's compliance with Sections 7, 8, 9, 10 and 11 of this Agreement and the Confidentiality Agreement (as amended by this Agreement) is of the essence. The Parties agree that if the Company and/or any of the Releasees proves that Executive breached, intends to breach or will breach any of these provisions (Sections 7, 8, 9, 10 or 11 of this Agreement or the Confidentiality Agreement), without limiting any other remedies available to the Company and/or any of the Releasees, the Company and/or any of the Releasees shall be entitled to an injunction restraining Executive from any future or further breaches and an award of its costs spent enforcing the applicable provision(s), including all reasonable attorneys' fees associated with the enforcement action as provided in Section 20, without regard to whether the Company and/or any of the Releasees can establish actual damages from Executive's breach. Any such individual breach or disclosure shall not excuse Executive from Executive's obligations hereunder, nor permit Executive to make additional disclosures. Executive expressly agrees and warrants that Executive shall not, in violation of the terms of Sections 7, 8, 9, 10 or 11 of this Agreement and the Confidentiality Agreement disclose, orally or in writing, directly or indirectly, any of the Company's confidential, proprietary or trade secret information to any third party other than good faith disclosure to a law enforcement or authorized regulatory agency of the United States Government or any state or local government. Executive warrants that Executive has not encouraged or assisted any attorneys or their clients in the presentation or prosecution of any disputes against the Company and/or any of the Releasees.

13. No Admission of Liability/Compromise. No action taken by the Company and/or any of the Releasees, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company and/or any of the Releasees of any fault or liability.

14. Costs. The Parties shall each bear their own costs, attorneys' fees and other fees incurred in connection with the preparation of this Agreement.

15. Choice of Law and Forum. This Agreement shall be construed and enforced according to, and the rights and obligations of the parties shall be governed in all respects by, the laws of the Commonwealth of Pennsylvania without reference to the principles of conflicts of law thereof. Any controversy, dispute or claim arising out of or relating to this Agreement, or the breach hereof, including a claim for injunctive relief, or any claim which in any way arises out of or relates to Executive's employment with the Company or separation from said employment (whether such dispute arises under any federal, state or local statute or regulation, or at common law), including but not limited to statutory claims for discrimination, shall be resolved by arbitration in accordance with the then-current rules of the American Arbitration Association respecting employment disputes pertaining at the time the dispute arises; *provided, however*, that either party may seek an injunction in aid of arbitration with respect to enforcement of Sections 7, 8, 9, 10 and/or 11 of this Agreement from any court of competent jurisdiction. The Parties agree that the hearing of any such dispute shall be held in Pennsylvania. The decision of the arbitrator(s) shall be final and binding on all parties and any award rendered shall be enforceable upon confirmation by a court of competent jurisdiction. Any arbitration proceedings, decision or award rendered hereunder, and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* Executive and the Company expressly consent to the jurisdiction of any such arbitrator over them.

16. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Executive or made on Executive's behalf under the terms of this Agreement. Executive agrees and understands that Executive is responsible for payment, if any, of local, state and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Executive further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Executive's failure to pay or delayed payment of federal or state taxes or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code (the "Code") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to Executive under Section 1 of this Agreement until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A of the Code, and any payments described in Section 1 that are due within the "short term deferral period" as defined in



Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive's termination of employment shall instead be paid in a lump sum on the first regularly scheduled Company payroll date occurring after the six-month anniversary of the Separation Date (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A of the Code, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not affect amounts reimbursable or provided in any subsequent year; *provided, however*, that with respect to any reimbursements for any taxes which Executive would become entitled to under the terms of the Agreement, the payment of such reimbursements shall be made by the Company no later than the end of the calendar year following the calendar year in which Executive remits the related taxes.

17. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Executive represents and warrants that Executive has the capacity to act on Executive's own behalf and on behalf of all who might claim through Executive to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

18. No Representations. Executive represents that Executive has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

19. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

20. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA or otherwise prohibited by law, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees and reasonable attorneys' fees incurred in connection with such an action. Such costs and expenses shall be paid to the prevailing party as soon as practicable after the legal action is resolved and in no event later than March 15 of the year following resolution of the legal action.

21. Entire Agreement. This Agreement and the Confidentiality Agreement (as amended by this Agreement) represent the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement and Executive's employment with and separation from the Company and the events leading thereto and associated therewith, and supersede and replace any and all prior negotiations, representations, agreements and understandings concerning the subject matter of such agreements, Executive's relationship with the Company and Executive's obligations following employment with the Company.

22. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and the Company.

23. Governing Law. The laws of the Commonwealth of Pennsylvania govern this Agreement, without regard for choice-of-law provisions. Executive consents to personal and exclusive jurisdiction and venue in the Commonwealth of Pennsylvania.

24. Effective Date. This Agreement shall become immediately effective upon Executive's execution and delivery of this Agreement to the Company; *provided* that if Executive fails to comply with this Agreement (including the execution and non-revocation of the Release pursuant to Sections 3 and 4), Executive shall not receive the amounts or benefits set forth in Section 1, and this Agreement shall never go into effect. Executive acknowledges and agrees that Executive shall execute this Agreement on, and in any event no earlier than one week prior to, the Separation Date.

25. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

26. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company and/or any of the Releasees or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (c) Executive understands the terms and consequences of this Agreement and of the releases it contains; (d) Executive is fully aware of the legal and binding effect of this Agreement and (e) Executive has been given the toll-free telephone number of the Pennsylvania Bar Association to help Executive identify a qualified lawyer (800-692-7375).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: February 24, 2023

By /s/ Michael Goettler  
Michael Goettler

VIATRIS INC.:

Dated: February 24, 2023

By /s/ Andrew Enrietti  
Name: Andrew Enrietti  
Title: Chief Human Resources Officer

**Viatriis Announces Appointment of Scott A. Smith as CEO Effective April 1, 2023**

*Smith, a seasoned senior healthcare executive, will lead the company's previously announced Phase 2 strategy and execution*

*Board of Directors thanks Michael Goettler, who will support  
a smooth transition prior to his departure*

**PITTSBURGH – February 27, 2023** – Viatriis Inc. (NASDAQ: VTRS), a global healthcare company, today announced that as it prepares to enter Phase 2 of its previously announced strategic plan in 2024, Scott A. Smith has been appointed by its Board of Directors to lead the execution of that plan as Viatriis' new Chief Executive Officer, effective April 1, 2023. In the interim, current CEO Michael Goettler will be working closely with Smith to support a smooth transition and will then depart as CEO and as a member of the board.

Smith has been a member of the Viatriis Board since December 2022 and is a deeply knowledgeable senior global biotechnology and pharmaceutical executive with more than 35 years of experience. As a former President and Chief Operating Officer at Celgene Corporation, he rose up the ranks, including holding the roles of SVP and Global Head of Immunology, as well as President of Inflammation and Immunology.

Most recently, he served as President of BioAtla, Inc., a publicly traded global biotechnology company focused on the development of Conditionally Active Biologics™ (BAC) antibody therapeutics.

The Viatriis Board believes that Smith is a seasoned builder who possesses vast global commercial and pharmaceutical expertise and a proven ability to build, grow and manage large complex organizations. He also has substantial experience in developing and executing regulatory, clinical, and business development strategies. One of his many achievements during his 10-year career at Celgene was to build and oversee the clinical development, registration, launch and global commercial success of the blockbuster drug Otezla®.

Robert J. Coury, Executive Chairman of Viatriis said, "As we now prepare to enter into Phase 2 of our evolution for 2024 and beyond, we believe Scott Smith is the absolute right leader to guide Viatriis into a period of renewed growth and leadership in our sector. The Board sees his strong commercial and strategic expertise being complemented by his experience in organically building product franchises, business development and partnering activities. I have personally been extremely impressed with his overall approach to leadership, deep industry knowledge and forward-looking business mindset. The Board believes that the foundation is now firmly in place for Phase 2 of the company's strategic plan, including the recent divestiture of our biologics business to Biocon Biologics as well as our other upcoming planned divestitures, and the recent establishment of the Viatriis Eye Care Division. This positions Scott well to expand upon and grow Viatriis' success in the years ahead."

Smith said, "It is an incredibly exciting time to become Viatriis' CEO. I watched closely in November as the company laid out the next important steps in its well-crafted strategic plan, including its commitment to its future capital allocation priorities, which I totally support. Since then, and particularly after joining the

board and seeing their incredible level of engagement, I have been extremely impressed by everyone that I have met during this process and have also been inspired by all that has been accomplished in such a short period of time. Just as importantly, I am also motivated by the Company's strong financial profile and financial flexibility, including one of the strongest balance sheets in the sector. I can see many additional opportunities and options for Viatris to accelerate its growth in the coming years."

Smith continued, "I believe that my background in franchise building, business development and biotech, coupled with the great platform we have to work from, can accelerate Viatris' momentum and help deliver on its full value and potential. I look forward to collaborating with Michael during this transition and am very excited about the prospect of working together with the board, Rajiv Malik, Sanjeev Narula, the entire management team, and especially the company's 37,000 employees around the world on the execution ahead."

Coury added, "The Board of Directors and I would like to personally thank Michael Goettler for his service and dedication during the critical time of the creation of Viatris and the establishment and ongoing execution of our Phase 1 strategy. There is a lot that has been accomplished and we are deeply grateful for the important part he played in the Company's success to date. We wish him nothing but the best as he moves forward."

Goettler stated, "It has been my sincere honor to serve as Viatris' first CEO. Having had the opportunity to help create a new kind of global healthcare company has been an experience that I will never forget and always value. I am incredibly proud of our eight consecutive quarters of successful performance and the work that we have done to set up Viatris for long-term success. I want to thank Robert, the entire Viatris Board of Directors, the management team and especially the thousands of Viatris colleagues with whom I have had the privilege to share this journey. I am pleased to welcome Scott into Viatris and am looking forward to supporting him during this transition, as he is well positioned to continue to build on the Company's momentum."

Coury and Smith will be joining Goettler, Malik and Narula for Viatris' previously announced fourth quarter and full year 2022 financial results conference call later this morning at 8:30 a.m. ET. Investors and the general public are invited to listen to a live webcast of the call at [investor.viatris.com](https://investor.viatris.com) or by calling 866.342.8591 or 203.518.9713 for international callers (Conference ID: VTRSQ422). A replay of the webcast also will be available on the website.

### **About Viatris**

Viatris Inc. (NASDAQ: VTRS) is a global healthcare company empowering people worldwide to live healthier at every stage of life. We provide access to medicines, advance sustainable operations, develop innovative solutions and leverage our collective expertise to connect more people to more products and services through our one-of-a-kind Global Healthcare Gateway®. Formed in November 2020, Viatris brings together scientific, manufacturing and distribution expertise with proven regulatory, medical, and commercial capabilities to deliver high-quality medicines to patients in more than 165 countries and territories. Viatris' portfolio comprises more than 1,400 approved molecules across a wide range of therapeutic areas, spanning both non-communicable and infectious diseases, including globally recognized brands, complex generic and branded medicines and a variety of over-the-counter consumer products. With approximately 37,000 colleagues globally, Viatris is headquartered in the U.S., with global centers in Pittsburgh, Shanghai and Hyderabad, India. Learn more at [viatris.com](https://viatris.com) and [investor.viatris.com](https://investor.viatris.com), and connect with us on Twitter at @ViatrisInc, LinkedIn and YouTube.

## Forward-looking Statements

This press release includes statements that constitute “forward-looking statements.” These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward looking statements may include statements about Viatris’ Phase 2 strategy, Viatris entering into a period of renewed growth and leadership in its sector; that the foundation is now firmly in place for Phase 2 of Viatris’ strategic plan, including the recent divestiture of its biologics business to Biocon Biologics as well as its other upcoming planned divestitures, and the recent establishment of the Viatris Eye Care Division; future capital allocation priorities; additional opportunities and options for Viatris to accelerate its growth in the coming years; and acceleration of Viatris’ momentum and delivering on its full value and potential; that this positions Scott well to expand upon and grow Viatris’ success in the years ahead. Factors that could cause or contribute to such differences include, but are not limited to: the possibility that the Company may be unable to realize the intended benefits of, or achieve the intended goals or outlooks with respect to, its strategic initiatives; the possibility that the Company may be unable to achieve expected benefits, synergies and operating efficiencies in connection with acquisitions, divestitures, or its global restructuring program, within the expected timeframe or at all; impairment charges or other losses related to the divestiture or sale of businesses or assets; the Company’s failure to achieve expected or targeted future financial and operating performance and results; the potential impact of public health outbreaks, epidemics and pandemics, including the ongoing challenges and uncertainties posed by COVID-19; actions and decisions of healthcare and pharmaceutical regulators; changes in healthcare and pharmaceutical laws and regulations in the U.S. and abroad; any regulatory, legal or other impediments to Viatris’ ability to bring new products to market, including but not limited to “at-risk” launches; Viatris’ or its partners’ ability to develop, manufacture, and commercialize products; the scope, timing and outcome of any ongoing legal proceedings, and the impact of any such proceedings; any significant breach of data security or data privacy or disruptions to our information technology systems; risks associated with international operations; the ability to protect intellectual property and preserve intellectual property rights; changes in third-party relationships; the effect of any changes in Viatris’ or its partners’ customer and supplier relationships and customer purchasing patterns; the impacts of competition; changes in the economic and financial conditions of Viatris or its partners; uncertainties and matters beyond the control of management, including general economic conditions, inflation and exchange rates; failure to execute stock repurchases consistent with current expectations; stock price volatility; and the other risks described in Viatris’ filings with the Securities and Exchange Commission (SEC). Viatris routinely uses its website as a means of disclosing material information to the public in a broad, non-exclusionary manner for purposes of the SEC’s Regulation Fair Disclosure (Reg FD). Viatris undertakes no obligation to update these statements for revisions or changes after the date of this release other than as required by law.

For further information: MEDIA, +1.724.514.1968, [Communications@viatris.com](mailto:Communications@viatris.com), Jennifer Mauer, [Jennifer.Mauer@viatris.com](mailto:Jennifer.Mauer@viatris.com), Matt Klein, [Matthew.Klein@viatris.com](mailto:Matthew.Klein@viatris.com); INVESTORS: Bill Szablewski, +1.412.707.2866, [InvestorRelations@viatris.com](mailto:InvestorRelations@viatris.com); William.Szablewski@viatris.com

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