

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

FORM 8-K

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

Date of Report (Date of earliest event reported): November 16, 2020

VIATRIS INC.

(Exact name of registrant as specified in its charter)

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

Upjohn Inc.
235 East 42nd Street, New York, New York, 10017
(Former Name or Former Address, if Changed Since Last Report)

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.

Introductory Note.

Due to the large number of events related to the Combination (as defined below) that are being reported under the specified items of Form 8-K, Viatris Inc., formerly known as Upjohn Inc. (“Viatris”), is filing this Current Report on Form 8-K in two parts. An Amendment No 1. on Form 8-K/A is being filed immediately after the filing of this Current Report on Form 8-K solely to include additional matters under Items 1.01, 1.02, 2.03, 8.01 and 9.01 of Form 8-K.

Item 1.01. Entry into a Material Definitive Agreement.

On November 16, 2020, Viatris, Mylan N.V. (“Mylan”) and Pfizer Inc. (“Pfizer”) announced that they had consummated the previously announced combination of Mylan with Pfizer’s off-patent branded and generic established medicines business (the “Upjohn Business”) through a Reverse Morris Trust transaction. In accordance with the terms and conditions of a Business Combination Agreement, dated as of July 29, 2019, as amended (the “BCA”), among Viatris, Mylan, Pfizer and certain of their affiliates, and a Separation and Distribution Agreement, dated as of July 29, 2019, as amended (the “SDA”) between Viatris and Pfizer, (1) Pfizer contributed the Upjohn Business to Viatris (the “Contribution”), so that the Upjohn Business was separated from the remainder of Pfizer’s businesses (the “Separation”), (2) following the Separation, Pfizer distributed, on a pro rata basis (based on the number of shares of Pfizer common stock held by holders of Pfizer common stock as of the record date of November 13, 2020 (the “Record Date”)), all of the shares of Viatris common stock held by Pfizer to Pfizer stockholders as of the Record Date (the “Distribution” and the time at which the Distribution occurred, the “Distribution Time”), and (3) immediately following the Distribution, Viatris and Mylan engaged in a strategic business combination transaction (the “Combination”). In addition, pursuant to the SDA and immediately prior to the Distribution, Viatris made a cash payment to Pfizer equal to \$12 billion as partial consideration for the Contribution. As a result of the Combination, Viatris holds the combined Upjohn Business and Mylan business. Upon completion of the Distribution and the Combination, holders of Pfizer’s common stock as of the Record Date owned approximately 57% of the outstanding shares of Viatris common stock, and former Mylan shareholders owned approximately 43% of the outstanding shares of Viatris common stock, in each case on a fully diluted, as-converted and as-exercised basis.

In connection with the transactions described above, on November 16, 2020, Pfizer and Viatris entered into several agreements, including, among others, certain Transition Services Agreements, a Tax Matters Agreement, an Employee Matters Agreement, certain Manufacturing and Supply Agreements, an IP Matters Agreement, a Trademark License Agreement and other commercial agreements.

A summary of the principal terms of each of the Transition Services Agreements, Tax Matters Agreement, Employee Matters Agreement, Manufacturing and Supply Agreements, IP Matters Agreement and Trademark License Agreement is set forth in the section titled “Additional Transaction Agreements” contained in the information statement included as Exhibit 99.1 to Viatris’ Form 8-K (File No. 000-56114) filed with the U.S. Securities and Exchange Commission (the “SEC”) on August 6, 2020 (the “Final Information Statement”), which summaries are incorporated herein by reference. Such agreements are attached hereto as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 10.8, respectively, and incorporated herein by reference. The BCA and the SDA, together with amendments thereto, were filed as Annexes A through E to the Final Information Statement and are incorporated herein by reference, except for Amendment No. 3 to the SDA, dated as of September 18, 2020, which is filed as Exhibit 2.6 hereto and incorporated herein by reference, and Amendment No. 4 to the SDA, dated as of November 15, 2020, which is filed as Exhibit 2.7 hereto and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.05. Costs Associated with Exit or Disposal Activities.

On February 27, 2020, Mylan filed a Current Report on Form 8-K (File No. 333-199861) disclosing that it had formalized the next steps in its efforts to sustain long-term value creation through the proactive transformation of its business. Mylan had been developing the details of this previously disclosed initiative, which included a global restructuring program (the “2020 Mylan Restructuring Program”), but in May 2020 it delayed the implementation of the 2020 Mylan Restructuring Program as a result of the COVID-19 pandemic and the related uncertainty and complexity of the environment at that time.

As described in Item 1.01 of this Current Report on Form 8-K, on November 16, 2020, Viatris was formed through the combination of Mylan and the Upjohn Business. On November 16, 2020, Viatris announced a significant global restructuring program in order to achieve synergies of \$1 billion over the next four years, or sooner, and ensure the new company is optimally structured and efficiently resourced to deliver sustainable value to patients, shareholders, customers, and other stakeholders. This Viatris restructuring program incorporates and expands upon the 2020 Mylan Restructuring Program, and the key activities of the new program are expected to reduce the company’s cost base through the rationalization of its global manufacturing and supply network, and the optimization of the company’s functional and commercial capabilities.

Viatris is currently in the process of defining the specific parameters of the restructuring program, including workforce actions and other restructuring activities, and expects a significant portion of these actions and activities to be phased in over the next two years. The company expects to disclose further details for this program by the end of 2020 as plans are finalized, including the estimated amount or range of amounts to be incurred by major type of cost, future cash expenditures and potential annual savings associated with the program, and also will provide updated disclosures to the extent that additional actions or activities are approved under the program in the future, as appropriate. The costs and expenditures of the restructuring program are expected to include employee-related costs (such as severance and continuation of healthcare and other benefits), asset impairments, accelerated depreciation, costs associated with contract terminations and other closure costs.

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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

In connection with the transactions, effective as of November 16, 2020, Douglas E. Giordano, Margaret M. Madden and Bryan Supran resigned as members of the Upjohn board of directors.

Election of Directors

In connection with the transactions, effective as of November 16, 2020, the following individuals were elected to serve on the board of directors of Viatriis (the "Viatriis Board") until his or her successor is duly elected and qualified or until his or her earlier resignation or removal:

- Robert J. Coury
- W. Don Cornwell
- JoEllen Lyons Dillon
- Neil Dimick
- Michael Goettler
- Melina Higgins
- James Kilts, Jr.
- Harry A. Korman
- Rajiv Malik
- Richard A. Mark
- Mark W. Parrish
- Ian Read
- Pauline van der Meer Mohr

In addition, in connection with the transactions, the board of directors of Upjohn assigned certain of the individuals elected to serve on the Viatriis Board to the following three classes for the term of office set forth below and until his or her successor is duly elected and qualified or until his or her earlier resignation or removal, with such assignment to be effective upon such individual's election to the Viatriis Board:

Class I (term of office to expire at the 2021 annual meeting of stockholders)

Ian Read

Class II (term of office to expire at the 2022 annual meeting of stockholders)

W. Don Cornwell

Class III (term of office to expire at the 2023 annual meeting of stockholders)

Robert J. Coury
James Kilts, Jr.

The Viatriis Board will assign the remaining directors elected to serve on the Viatriis Board to each of the three classes at a later time. Mr. Coury was also elected, effective immediately prior to the consummation of the Distribution, as Executive Chairman of the Viatriis Board.

In connection with the transactions, the following committees of the Viatriis Board were established and constituted as follows: Audit Committee (Neil Dimick (Chair), JoEllen Lyons Dillon, Melina Higgins, Richard A. Mark and Mark W. Parrish), Compensation Committee (JoEllen Lyons Dillon (Chair), Melina Higgins and Pauline van der Meer Mohr), Compliance Committee (Mark W. Parrish (Chair), JoEllen Lyons Dillon and Harry A. Korman), Executive Committee (Robert J. Coury (Chair), JoEllen Lyons Dillon, Neil Dimick, Melina Higgins and Mark W. Parrish), Finance Committee (Melina Higgins (Chair), Neil Dimick and

Richard A. Mark), Governance and Nominating Committee (JoEllen Lyons Dillon (Chair), Harry A. Korman and Mark W. Parrish), Risk Oversight Committee (Harry A. Korman (Chair), Neil Dimick, Mark W. Parrish and Pauline van der Meer Mohr) and Science and Technology Committee (Harry A. Korman (Chair) and Rajiv Malik). The Viatrix Board will assign Mr. Cornwell, Mr. Kilts and Mr. Read to one or more of such committees at a later time.

Additional information on transactions with related persons required by this Item 5.02 with respect to Mr. Coury and Mr. Malik is contained under the section “Certain Relationships and Related Transactions” of Mylan’s Definitive Proxy Statement, filed with the SEC on June 8, 2020 (the “Mylan Annual Meeting Proxy Statement”) and incorporated herein by reference. In August 2020 and commencing on September 1, 2020, Mylan Inc. and The Coury Firm LLC further extended the agreement described under the section “Certain Relationships and Related Transactions” in the Mylan Annual Meeting Proxy Statement through December 31, 2023 on substantially the same terms; in connection with the consummation of the Combination, Mylan Inc. is now a subsidiary of Viatrix, and Viatrix and its subsidiaries receive the services contemplated by the extended agreement.

Appointment of Officers

In connection with the transactions, the following individuals were elected, effective as of the Distribution Time, as officers of Viatrix in each case until their successors are chosen and qualify in their stead or until their earlier death, resignation or removal:

Robert J. Coury, Executive Chairman
Michael Goettler, Chief Executive Officer (Principal Executive Officer)
Rajiv Malik, President
Sanjeev Narula, Chief Financial Officer (Principal Financial Officer)
Paul Campbell, Chief Accounting Officer (Principal Accounting Officer)

Additional information on biographical information and business experience required by this Item 5.02 with respect to Mr. Goettler and Mr. Malik is contained under the section “The Transactions—Board of Directors and Executive Officers of Newco Following the Combination” of the Final Information Statement and incorporated herein by reference.

Prior to the Combination, Mr. Narula, age 60, served as chief financial officer of the Upjohn Business beginning in January 2019 where he oversaw finance, procurement and business technology for all functions of the business, including commercial, research and development, Upjohn Global Supply and other client-facing business operations functions. From January 2014 to January 2019, Mr. Narula served as Vice President, Finance for Pfizer’s Essential Health Business where he was responsible for providing leadership on financial matters, business development, financial planning and analysis and leading the operating plan process and forecasting. Mr. Narula also held several other financial leadership positions during his 16 years at Pfizer and Upjohn, including as the finance lead for the Primary Care Business Unit, the largest commercial division at the time. In order to optimize cost and simplify operations, Mr. Narula had also previously led the creation and expansion of a centralized business services unit at Pfizer, which provided services to business operations, established significant business process consolidation/outsourcing operations and added new sites in Dublin, Ireland and Dalian, China under his leadership. Prior to joining Pfizer, Mr. Narula held financial and operational leadership roles at American Express and Xerox.

Mr. Campbell, age 54, served as Mylan’s Chief Accounting Officer, Senior Vice President and Controller prior to the Combination. Prior to his appointment as Chief Accounting Officer in November 2015, Mr. Campbell served as Senior Vice President and Controller since May 2015 and held roles of increasing responsibility at Mylan Inc. since 2002, including Head of Global Operations Finance from March 2014 to May 2015; Vice President, Global Operations Finance from September 2012 to March 2014; and Vice President, Global Tech Operations Finance from January 2010 to September 2012. Prior to 2010, Mr. Campbell held various other positions at Mylan Inc., including Director of Internal Audit, Vice President Global Accounting and Reporting and Vice President and Assistant Controller. Mr. Campbell is party to an employment agreement with Mylan Inc., effective as of May 1, 2011 (the “Employment Agreement”). The Employment Agreement had an initial term through January 31, 2014, but is subject to automatic one year renewals unless earlier terminated. Mr. Campbell earned approximately \$1,162,591 in compensation from Mylan Inc. in 2019 (consisting of base salary, an annual short-term incentive bonus, amounts realized from the exercise or vesting of long-term incentive awards and miscellaneous other benefits) and his compensation in 2020 is expected to be \$1,119,035 (consisting of base salary, an annual short-term incentive bonus, amounts realized from the exercise or vesting of long-term incentive awards and miscellaneous other benefits). In connection with the Combination, Mr. Campbell received a transaction-based retention award of \$600,000 to recognize his significant efforts in connection with the Combination. Mr. Campbell is also eligible to receive other benefits consistent with Company employees at this level. In the event of Mr. Campbell’s termination of employment without “cause” (as defined in the Employment Agreement and which includes non-renewal of the Employment Agreement), Mr. Campbell will be entitled to receive, in addition to his accrued benefits, continued payment of his base salary, continued coverage under the Company’s health and welfare plans and outplacement services for a period of twelve months following the date of termination. In the event of a qualifying termination within 24 months of the Combination, Mr. Campbell is eligible to receive an amount equal to two times his

base salary and target bonus pursuant to the Mylan N.V. Severance Plan and Global Guidelines. Angela Campbell, Mr. Campbell's spouse, and herself a related person of Viatris held roles of increasing responsibility at Mylan Inc. since June 2007 and is currently serving as Head of Operations Strategic Initiatives at Viatris. Ms. Campbell earned approximately \$282,186 in compensation from Mylan Inc. in 2019 (consisting of base salary, an annual short-term incentive bonus, amounts realized from the exercise or vesting of long-term incentive awards and miscellaneous other benefits) where she was Head of Global Commercial Incentive Compensation and her compensation in 2020 is expected to be \$301,890 (consisting of base salary, an annual short-term incentive bonus, amounts realized from the exercise or vesting of long-term incentive awards and miscellaneous other benefits).

Viatris Inc. 2020 Stock Incentive Plan

Effective prior to the consummation of the Distribution, Viatris adopted and Pfizer, in its capacity as Viatris' sole stockholder at such time, approved, the Viatris Inc. 2020 Stock Incentive Plan (the "2020 LTIP"), which became effective as of the Distribution. A summary of the 2020 LTIP can be found in the Final Information Statement and is incorporated herein by reference. The 2020 LTIP was filed as Exhibit 10.1 to the Final Information Statement and is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective prior to the consummation of the Distribution, Upjohn amended and restated its certificate of incorporation (the "Charter") and also amended and restated its bylaws to take effect upon the effectiveness of the amended and restated certificate of incorporation. Effective as of November 16, 2020, Upjohn amended the Charter to change its name from "Upjohn Inc." to "Viatris Inc.". Copies of the Charter, amended and restated bylaws and certificate of amendment to the Charter are attached hereto as Exhibits 3.1, 3.2 and 3.3, respectively, and incorporated herein by reference.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Effective as of the consummation of the Combination, Viatris adopted its Code of Ethics for the Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer, a copy of which is available on the Viatris website at www.viatris.com. The information on the Viatris website does not constitute part of this Current Report on Form 8-K and is not incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of the Business Acquired

The financial statements required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

(b) Pro Forma Financial Information

The pro forma financial information required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K must be filed.

(d) Exhibits

The following documents are filed herewith unless otherwise indicated:

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Business Combination Agreement, dated as of July 29, 2019, by and among Pfizer Inc., Upjohn Inc., Utah Acquisition Sub Inc., Mylan N.V., Mylan I B.V. and Mylan II B.V. (included as Annex A to the Final Information Statement and incorporated herein by reference).</u>*

- 2.2 [Amendment No. 1 to the Business Combination Agreement, dated as of May 29, 2020, by and among Pfizer Inc., Upjohn Inc., Utah Acquisition Sub Inc., Mylan N.V., Mylan I B.V. and Mylan II B.V. \(included as Annex B to the Final Information Statement and incorporated herein by reference\).*](#)
- 2.3 [Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc. \(included as Annex C to the Final Information Statement and incorporated herein by reference\).*](#)
- 2.4 [Amendment No. 1 to the Separation and Distribution Agreement, dated as of February 18, 2020, by and between Pfizer Inc. and Upjohn Inc. \(included as Annex D to the Final Information Statement and incorporated herein by reference\).*](#)
- 2.5 [Amendment No. 2 to the Separation and Distribution Agreement, dated as of May 29, 2020, by and between Pfizer Inc. and Upjohn Inc. \(included as Annex E to the Final Information Statement and incorporated herein by reference\).*](#)
- 2.6 [Amendment No. 3 to the Separation and Distribution Agreement, dated as of September 18, 2020, by and between Pfizer Inc. and Upjohn Inc.*](#)
- 2.7 [Amendment No. 4 to the Separation and Distribution Agreement, dated as of November 15, 2020, by and between Pfizer Inc. and Upjohn Inc.*](#)
- 3.1 [Amended and Restated Certificate of Incorporation of Upjohn Inc., effective as of November 13, 2020.](#)
- 3.2 [Amended and Restated Bylaws of Upjohn Inc., effective as of November 13, 2020.](#)
- 3.3 [Certificate of Amendment to Amended and Restated Certificate of Incorporation of Upjohn Inc., effective as of November 16, 2020.](#)

- 10.1 [Transition Services Agreement, dated as of November 16, 2020, by and between Pfizer Inc. \(as Service Provider\) and Upjohn Inc. \(as Service Recipient\).](#)*
- 10.2 [Transition Services Agreement, dated as of November 16, 2020, by and between Upjohn Inc. \(as Service Provider\) and Pfizer Inc. \(as Service Recipient\).](#)*
- 10.3 [Tax Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Upjohn Inc.](#)*
- 10.4 [Employee Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Upjohn Inc.](#)*
- 10.5 [Manufacturing and Supply Agreement, dated as of November 16, 2020, by and between Pfizer Inc. \(as Manufacturer\) and Upjohn Inc. \(as Customer\).](#)*
- 10.6 [Manufacturing and Supply Agreement, dated as of November 16, 2020, by and between Upjohn Inc. \(as Manufacturer\) and Pfizer Inc. \(as Customer\).](#)*
- 10.7 [Intellectual Property Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Upjohn Inc.](#)*
- 10.8 [Trademark License Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Upjohn Inc.](#)*
- 10.9 [Viatis Inc. 2020 Stock Incentive Plan \(included as Exhibit 10.1 to the Final Information Statement and incorporated herein by reference\)](#)**
- 104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Viatis agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

** Denotes management contract or compensatory plan or arrangement.

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.

By: /s/ Paul Campbell
Paul Campbell
Chief Accounting Officer (Principal Accounting
Officer)

Date: November 19, 2020

**AMENDMENT NO. 3 TO THE
SEPARATION AND DISTRIBUTION AGREEMENT**

This Amendment No. 3 (this "Amendment") to the Separation and Distribution Agreement, dated as of July 29, 2019, as amended (the "Agreement"), is made as of September 18, 2020 by and between Pfizer Inc., a Delaware corporation ("Pluto") and Upjohn Inc., a Delaware corporation and wholly owned Subsidiary of Pluto ("Spinco"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into the Agreement on July 29, 2019;

WHEREAS, the Parties entered into Amendment No. 1 to the Separation and Distribution Agreement on February 18, 2020;

WHEREAS, the Parties entered into Amendment No. 2 to the Separation and Distribution Agreement on May 29, 2020; and

WHEREAS, in accordance with the terms and conditions of the Agreement, the Parties now wish to amend the Agreement in the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Amendment but not defined herein shall have the meanings given to them in the Agreement.

SECTION 2. Amendments to the Agreement.

(a) Section 1.01 of the Agreement is hereby amended by adding the following definition in the appropriate alphabetical location:

"License and Supply Agreements" has the meaning set forth in Section 2.08(d).

(b) Schedule 2.02(b)(vi) to the Agreement is hereby amended as set forth on Annex A.

(c) Section 2.08 of the Agreement is hereby amended by adding a new Section 2.08(d) as follows:

“(d) Each of Pluto, Spinco and Utah agrees that it will use its reasonable best efforts to cooperate in good faith to negotiate and finalize as promptly as practicable one or more agreements (in each case, including the schedules and exhibits thereto) pursuant to which Pluto shall license to Spinco the commercialization rights in the United States for, and supply to Spinco, the Spinco Products (which license shall exclude, for the avoidance of doubt, the right to commercialize any authorized generic or

generic under the marketing authorizations set forth in items 4 and 5 of Schedule 2.02(b)(vi)) for which Pluto or another member of the Pluto Group shall hold the applicable New Drug Application or Abbreviated New Drug Application as of the Distribution Time, excluding any such marketing authorization to be transferred to Spinco or another member of the Spinco Group pursuant to Section 2.04 (the “License and Supply Agreements”), and each of Pluto, Spinco and Utah, as applicable, will execute and deliver, and cause each of their applicable Subsidiaries to execute and deliver, as applicable, the License and Supply Agreements on or prior to the Distribution Date.”

(d) Schedule 5.01(c) to the Agreement is hereby amended as set forth on Annex B.

SECTION 3. Limited Amendment. Each Party acknowledges and agrees that this Amendment constitutes an instrument in writing duly signed by the Parties under Section 10.03 of the Agreement. Except as specifically amended hereby, the Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. From and after the date hereof, all references to the Agreement, and each reference in the Agreement to “this Agreement,” “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words, shall refer to the Agreement as amended hereby. Each reference in the Agreement, as amended hereby, to “the date of this Agreement”, “the date hereof” or any similar reference shall continue to refer to July 29, 2019.

SECTION 4. Miscellaneous. The provisions of Article X of the Agreement shall apply to this Amendment, *mutatis mutandis*, and are incorporated by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

PFIZER INC.

By: /s/ Douglas Giordano
Name: Douglas Giordano
Title: Senior Vice President

UPJOHN INC.

By: /s/ Alison L.M. O'Neill
Name: Alison L.M. O'Neill
Title: Vice President

[Signature Page to Amendment No. 3 to the Separation and Distribution Agreement]

**AMENDMENT NO. 4 TO THE
SEPARATION AND DISTRIBUTION AGREEMENT**

This Amendment No. 4 (this "Amendment") to the Separation and Distribution Agreement, dated as of July 29, 2019, as amended (the "Agreement"), is made as of November 15, 2020 by and between Pfizer Inc., a Delaware corporation ("Pluto"), and Upjohn Inc., a Delaware corporation and wholly owned Subsidiary of Pluto ("Spinco"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into the Agreement on July 29, 2019;

WHEREAS, the Parties entered into Amendment No. 1 to the Agreement on February 18, 2020;

WHEREAS, the Parties entered into Amendment No. 2 to the Agreement on May 29, 2020;

WHEREAS, the Parties entered into Amendment No. 3 to the Agreement on September 18, 2020; and

WHEREAS, in accordance with the terms and conditions of the Agreement, the Parties now wish to amend the Agreement in the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Amendment but not defined herein shall have the meanings given to them in the Agreement.

SECTION 2. Amendments to the Agreement and Ancillary Agreements.

(a) Section 1.01 of the Agreement is hereby amended by adding the following definition in the appropriate alphabetical location:

““Additional Spinco Cash Amount” means \$277,000,000.”

(b) The definition of “Closing Working Capital Target” in Section 1.01 of the Agreement is hereby amended and restated in its entirety as follows:

““Closing Working Capital Target” means \$910,000,000.”

(c) The definition of “Spinco Cash Balance” in Section 1.01 of the Agreement is hereby amended and restated as follows:

““Spinco Cash Balance” means the aggregate balance of cash, cash equivalents, marketable securities and other short-term investments held by Spinco or any member of the Spinco Group as of immediately prior to the Distribution Time and, to the extent paid by Pluto to Spinco pursuant to Section 3.01(c), an amount of cash equal to the Additional Spinco Cash Amount, determined in accordance with the Accounting Principles and after giving effect to the payment of the Spinco Cash Distribution from Spinco to Pluto pursuant to Section 2.01(a)(ii). For clarity, the Spinco Cash Balance shall not include any cash, cash equivalents, marketable securities or other short-term investments held by Spinco or any member of the Spinco Group as a result of any borrowings pursuant to the Spinco Financing Arrangements.”

(d) The definition of “Spinco Cash Target” in Section 1.01 of the Agreement is hereby amended and restated as follows:

““Spinco Cash Target” means \$677,000,000.”

(e) Section 2.16(a)(ii) of the Agreement is hereby amended and restated as follows:

““Working Capital Adjustment Amount” means:

(A) if the Closing Working Capital is greater than \$925,000,000, then an amount equal to (1) the Closing Working Capital minus (2) \$925,000,000;

(B) if the Closing Working Capital is less than \$900,000,000, then an amount equal to (1) the Closing Working Capital minus (2) \$900,000,000; and

(C) if the Closing Working Capital is (1) equal to \$925,000,000, (2) less than \$925,000,000 but greater than \$900,000,000 or (3) equal to \$900,000,000, then an amount equal to \$0.”

(f) Section 3.01(c) of the Agreement is hereby amended and restated as follows:

“Without limiting the requirements of Section 2.05, prior to the Distribution Time, Pluto may, and may cause the members of the Pluto Group and the Spinco Group to, take such actions as Pluto deems advisable to minimize or reduce the amount of cash and cash equivalents remaining in any accounts held by or in the name of a member of the Spinco Group as of immediately prior to the Distribution Time; provided that (i) Pluto shall not, and shall not permit any member of the Pluto Group or the Spinco Group to, (A) remove cash in a manner that would shift Taxes of Spinco from the period prior to the Distribution Time to after the Distribution Time, (B) remove cash through an agreement or a

commitment to a Tax authority that would impose obligations on Spinco to Third Parties after the Distribution Time or (C) remove cash that would result in a violation of the minimum capital required by Law to be held by a Spinco Subsidiary and (ii) Pluto (A) shall, and shall cause the members of the Pluto Group and the Spinco Group to, use commercially reasonable efforts to leave in accounts held by or in the name of a member of the Spinco Group as of immediately prior to the Distribution Time an amount of cash and cash equivalents in the aggregate equal to \$400,000,000 (not including any cash or cash equivalents held by Spinco or any member of the Spinco Group as a result of any borrowings pursuant to the Spinco Financing Arrangements) and (B) shall pay to Spinco on January 15, 2021 an amount of cash equal to the Additional Spinco Cash Amount.”

(g) Schedule 1.01(b) to the Agreement is hereby amended as set forth on Annex A hereto.

(h) Schedule 1.01(h) to the Agreement is hereby amended and restated as set forth on Annex B hereto.

(i) Schedule 1.01(i) to the Agreement is hereby amended and restated as set forth on Annex C hereto.

(j) Schedule 2.05(b)(ii) to the Agreement is hereby amended and restated as set forth on Annex D hereto.

(k) Schedule 2.16(a)(i) to the Agreement is hereby amended and restated as set forth on Annex E hereto.

(l) Schedule 5.01(c) to the Agreement is hereby amended as set forth on Annex F hereto.

(m) The form of Tax Matters Agreement attached as Exhibit D to the Agreement is hereby amended by adding a new Section 6.08 as follows:

Section 6.08 *Maintenance of Certain Entities*. From and after the Distribution Date and until the date that is two years following the Distribution Date, (i) Spinco shall provide Pluto written notice at least thirty (30) days prior to effecting any proposed transfer, sale, liquidation, merger or other legal reorganization of any of PF Asia Manufacturing B.V., Pfizer Asia Pacific Pte Ltd., Pfizer PFE Ireland Pharmaceuticals Holding 1 B.V., Pfizer Pharmaceuticals LLC and G.D. Searle LLC (together, the “PFAM Entities”), which written notice shall include a description in reasonable detail of the proposed transaction(s) and the purposes thereof, (ii) Spinco shall cooperate in good faith with Pluto in considering any alternative transaction(s) proposed by Pluto in writing with respect to the PFAM Entities (including, without limitation, a delay

in implementing the proposed transaction(s)) for purposes of minimizing potential taxes that could be imposed pursuant to articles 49 and 50a of the German Income Tax Act (*Einkommensteuergesetz*), and (iii) if Pluto has proposed an alternative transaction(s) with respect to the PFAM Entities but Pluto and Spinco have not agreed that Spinco will implement such alternative transaction(s) (with such changes as Pluto and Spinco may agree), then, if and only if (x) such alternative transaction(s) proposed by Pluto would not put Spinco in a worse position than Spinco would be in if Spinco were to implement the transaction(s) as proposed by Spinco as determined by Spinco exercising its reasonable judgment in good faith, and (y) Pluto agrees to indemnify Spinco for the incremental out-of-pocket costs and expenses reasonably incurred by Spinco as a result of such alternative transaction(s), Spinco shall implement such alternative transaction(s) with respect to the PFAM Entities as proposed by Pluto; provided, that Spinco shall not be required to take any action specified in clauses (i)-(iii) of this Section 6.08 if Pluto receives written confirmation from the applicable German Tax Authority that such Tax Authority will not impose tax on Pluto or any of its Affiliates pursuant to articles 49 and 50a of the German Income Tax Act (*Einkommensteuergesetz*) with respect to the PFAM Entities.

(n) The definition of "Separation Transfer Taxes" set forth in Section 1.01 of the form of Tax Matters Agreement attached as Exhibit D to the Agreement is hereby amended and restated as follows:

"Separation Transfer Taxes" means any Transfer Taxes incurred in connection with the Separation, the Contribution and the Distribution, including, for the avoidance of doubt, any Transfer Taxes incurred in connection with the transfer of employees, assets and liabilities from any member of the Pluto Group to any Specified CEE Entity; provided that with respect to any such Transfer Tax that is recoverable, (A) Spinco shall use commercially reasonable efforts to recover, all or a portion of, such Transfer Tax from the relevant Tax authority and (B) such Transfer Tax shall not be included in the definition of Separation Transfer Taxes except to the extent that such Transfer Tax has not been recovered within 12 months from the date on which such Transfer Tax was paid.

(o) Section 1.01 of the form of Tax Matters Agreement attached as Exhibit D to the Agreement is hereby amended by adding new definitions as follows:

"Specified CEE Jurisdiction" means Bulgaria, Croatia, the Czech Republic, Hungary, Poland, Romania, Serbia, Slovakia or Slovenia.

"Specified CEE Entity" means any member of the Utah Group or the Spinco Group that is organized or Tax resident in a Specified CEE Jurisdiction.

SECTION 3. Limited Amendment. Each Party acknowledges and agrees that this Amendment constitutes an instrument in writing duly signed by the Parties under Section 10.03 of the Agreement. Except as specifically amended hereby, the Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. From and after the date hereof, all references to the Agreement, and each reference in the Agreement to “this Agreement,” “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words, shall refer to the Agreement as amended hereby. Each reference in the Agreement, as amended hereby, to “the date of this Agreement”, “the date hereof” or any similar reference shall continue to refer to July 29, 2019.

SECTION 4. Miscellaneous. The provisions of Article X of the Agreement shall apply to this Amendment, *mutatis mutandis*, and are incorporated by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

PFIZER INC.

By: /s/ Douglas E. Giordano
Name: Douglas E. Giordano
Title: Senior Vice President, Worldwide Business
Development

UPJOHN INC.

By: /s/ Sanjeev Narula
Name: Sanjeev Narula
Title: Authorized Officer

[Signature Page to
Amendment No. 4 to the Separation and Distribution Agreement]

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
UPJOHN INC.

Upjohn Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is Upjohn Inc. The Corporation was originally incorporated under the name Ignition Inc. pursuant to the original Certificate of Incorporation of the Corporation (the "Original Certificate of Incorporation"), filed with the office of the Secretary of State of the State of Delaware on February 14, 2019;
2. This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") was duly adopted by the Board of Directors of the Corporation (the "Board of Directors") and by the sole stockholder of the Corporation, in accordance with Sections 228, 242 and 245 of the DGCL; and
3. This Amended and Restated Certificate of Incorporation restates and amends the Original Certificate of Incorporation of the Corporation to read in its entirety as follows:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is Upjohn Inc.

ARTICLE II

REGISTERED OFFICE; REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, 19801. The name of its registered agent at that address is The Corporation Trust Company. The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

ARTICLE IV

STOCK

SECTION 4.01. Authorized Stock. The total number of shares of stock that the Corporation shall have authority to issue is a 3,300,000,000 shares, consisting of (i) 3,000,000,000 shares of common stock, par value \$0.01 per share (the "Common Stock"), and (ii) 300,000,000 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock").

SECTION 4.02. Common Stock. Except as may otherwise be provided in this Certificate of Incorporation, in a Preferred Stock Designation (as hereinafter defined), or as required by law, the holders of outstanding shares of Common Stock shall have the right to vote on all matters on which stockholders are entitled to vote to the exclusion of all other stockholders. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in the name of such stockholder on the books of the Corporation.

SECTION 4.03. Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors (or any committee to which it may duly delegate the authority granted in this Article IV) is hereby empowered to authorize the issuance from time to time of shares of Preferred Stock in one or more series, for such consideration and for such corporate purposes as the Board of Directors (or such committee thereof) may from time to time determine, and, by filing a certificate (a "Preferred Stock Designation") pursuant to applicable law of the State of Delaware as it presently exists or may hereafter be amended, to establish from time to time for each such series the number of shares to be included in each such series and to fix the designations, powers, rights and preferences of the shares of each such series, and the qualifications, limitations and restrictions thereof to the fullest extent now or hereafter permitted by this Certificate of Incorporation and the laws of the State of Delaware, including, without limitation, voting rights (if any), dividend rights, dissolution rights, conversion rights, exchange rights and redemption rights thereof, as shall be stated and expressed in a resolution or resolutions adopted by the Board of Directors (or such committee thereof) providing for the issuance of such series of Preferred Stock. Each series of Preferred Stock shall be distinctly designated. The authority of the Board of Directors, with respect to each series of Preferred Stock, shall include, but not be limited to, determination of the following:

- (a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(c) the amounts payable on, and the preferences, if any, of shares of the series in respect of dividends, and whether such dividends, if any, shall be cumulative or noncumulative;

(d) the dates at which dividends, if any, shall be payable;

(e) the redemption rights and price or prices, if any, for shares of the series and the times, form of payment and other terms and conditions of any such redemption;

(f) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(g) the amounts payable on, and the preferences, if any, of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(h) whether the shares of the series shall be convertible into or exchangeable for shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

(i) restrictions on the issuance and re-issuance of shares of the same series or of any other class or series; and

(j) the voting rights, if any, of the holders of shares of the series.

SECTION 4.04. No Cumulative Voting. No stockholder shall be entitled to exercise any right of cumulative voting.

ARTICLE V

TERM

The term of existence of the Corporation shall be perpetual.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 6.01. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities by this Certificate of Incorporation or the bylaws of the Corporation (as they may be amended from time to time, the "Bylaws") expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by this Certificate of Incorporation or by the Bylaws required to be exercised or done by the stockholders.

SECTION 6.02. Number of Directors. Except as otherwise fixed pursuant to the terms of any outstanding series of Preferred Stock, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the total number of directors that the Corporation would have if all vacancies or unfilled directorships were filled (the "Whole Board").

SECTION 6.03. Classes of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, the directors shall be divided, with respect to the time for which they severally hold office, into three classes (designated as Class I, Class II and Class III), as nearly equal in number as is reasonably possible, with the first term of office of the Class I directors to expire at the 2021 annual meeting of stockholders, the first term of office of the Class II directors to expire at the 2022 annual meeting of stockholders and the first term of office of the Class III directors to expire at the 2023 annual meeting of stockholders, with each director to hold office until his or her successor shall have been duly elected and qualified. At the 2021 annual meeting of stockholders, the Class I directors shall be elected for a term of office to expire at the 2023 annual meeting of stockholders. At the 2022 annual meeting of stockholders, the Class II directors shall be elected for a term of office to expire at the 2023 annual meeting of stockholders. Commencing with the 2023 annual meeting of stockholders and at all subsequent annual meetings of stockholders, the Board of Directors will no longer be classified under Section 141(d) of the DGCL and all directors shall be elected for a term of office to expire at the next succeeding annual meeting of stockholders. The initial assignment of directors to each such class shall be made by the Board of Directors. If the number of directors is changed, any increase or decrease shall be apportioned by the Board of Directors among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class or from the removal from office, death, disability, resignation or disqualification of a director or other cause shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors have the effect of removing or shortening the term of any incumbent director. If authorized by a resolution of the Board of Directors, directors may be elected to fill any vacancy or unfilled directorship on the Board of Directors, regardless of how such vacancy or unfilled directorship shall have been created.

SECTION 6.04. Vacancies and Newly Created Directorships. Subject to applicable law and the rights of the holders of any one or more series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or any other reason, shall be filled solely by the Board of Directors, acting by not less than a majority of the directors then in office, although less than a quorum, and in the event that there is only one director remaining in office, by such sole remaining director. Any director appointed to fill a vacancy or unfilled directorship on the Board of Directors will be appointed for a term expiring at the annual meeting of stockholders at which the term of office of the class for which such director has been appointed expires, and until his or her successor has been duly elected and qualified. No decrease in the number of directors shall shorten the term of any incumbent director.

SECTION 6.05. Removal. Subject to the rights of holders of any outstanding series of Preferred Stock with respect to the removal of directors, any or all director(s) of the Corporation may be removed from office at any time by the stockholders, (i) until the 2023 annual meeting of stockholders or such other time as the Board of Directors is no longer classified under Section 141(d) of the DGCL, only for cause by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of all classes of capital stock entitled to vote in the election of directors, voting together as a single class (the "Voting Stock") and (ii) from and including the 2023 annual meeting of stockholders or such other time, with or without cause, by the affirmative vote of the holders of a majority of the Voting Stock.

SECTION 6.06. Elections of Directors. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VII

STOCKHOLDER ACTIONS

Subject to the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the written consent of the stockholders of the Corporation in lieu of a duly called annual or special meeting of stockholders of the Corporation; provided that such written consent is unanimously granted by the holders of one-hundred percent (100%) of the voting power of the outstanding shares of all classes of capital stock that would be entitled to vote on such action at a duly called annual meeting or special meeting of stockholders of the Corporation, voting as a single class.

ARTICLE VIII

AMENDMENTS TO BYLAWS

SECTION 8.01. Board of Directors. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to adopt, amend, alter and repeal the Bylaws, subject to the power of the stockholders of the Corporation to alter or repeal the Bylaws under applicable law as it presently exists or may hereafter be amended. Any such adoption, amendment, alteration or repeal of any Bylaw shall require approval by a majority of the Whole Board.

SECTION 8.02. Stockholders. The stockholders of the Corporation shall also have power to adopt, amend, alter and repeal the Bylaws at any special meeting of the stockholders of the Corporation if duly called for that purpose (provided that in the notice of such special meeting, notice of such purpose shall be given), or at any annual meeting, by the affirmative vote of the holders of a majority of the Voting Stock.

ARTICLE IX

DIRECTOR LIABILITY; INDEMNIFICATION

SECTION 9.01. Director Liability. To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable either to the Corporation or to any of its stockholders for monetary damages for breach of fiduciary duty as a director. Any amendment or modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. If the DGCL hereafter is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended DGCL. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

SECTION 9.02. Indemnification; Non-Exclusivity of Rights. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, any person who was or is made or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was (whether or not such person continues to serve in such capacity at the time any indemnification or advancement of expenses pursuant hereto is sought or at the time any Proceeding relating thereto exists or is brought), a director or officer of the Corporation or by reason of the fact that such person, at the request of the

Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity (a "Covered Person"). The Corporation shall pay the expenses (including attorneys' fees) incurred by any Covered Person in defending any Proceeding in advance of its final disposition, except where such Covered Person pleads guilty or *nolo contendere* in a criminal proceeding (excluding traffic violations and other minor offenses); provided, however, that the payment of such expenses shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation under this Section 2 of Article IX. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Section 2 of Article IX to Covered Persons. The rights to indemnification and to the advancement of expenses conferred in this Section 2 of Article IX shall not be exclusive of any other right that any person may have or hereafter acquire under this Certificate of Incorporation, the Bylaws of the Corporation or any statute, agreement, vote of stockholders or disinterested directors or otherwise. Any repeal or modification of this Section 2 of Article IX shall not adversely affect any rights to indemnification and to the advancement of expenses of a Covered Person or employee or agent of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE X

FORUM AND VENUE

Unless the Corporation (through approval of the Board of Directors) consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents; (iii) any action or proceeding asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the DGCL or this Certificate of Incorporation or the Bylaws (as either may be amended from time to time); (iv) any action or proceeding asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine or (v) any action or proceeding as to which the DGCL (as it may be amended from time to time) confers jurisdiction on the Court of Chancery of the State of Delaware; provided that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state court sitting in the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the personal jurisdiction of the state and federal courts located within the State of Delaware. If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Article X shall not in any way be affected or impaired thereby.

ARTICLE XI

AMENDMENTS

In furtherance and not in limitation of the powers conferred by the DGCL, as the same exists or may hereafter be amended, subject to any limitations contained elsewhere in this Certificate of Incorporation, the Corporation may from time to time adopt, alter, amend or repeal any provision of this Certificate of Incorporation (including any rights, preferences or other designations of Preferred Stock).

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be executed on its behalf on this 13th day of November 2020.

UPJOHN, INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

AMENDED AND RESTATED BYLAWS

OF

UPJOHN INC.

Effective as of November 13, 2020

Table of Contents

	Page
ARTICLE I STOCKHOLDERS' MEETINGS	1
Section 1.1 Place of Meetings	1
Section 1.2 Annual Meetings	1
Section 1.3 Special Meetings	1
Section 1.4 Notice	2
Section 1.5 Quorum; Adjournments; Postponement	2
Section 1.6 Proxies; Voting	3
Section 1.7 Inspectors of Election	4
Section 1.8 List of Stockholders Entitled to Vote	5
Section 1.9 Organization	5
Section 1.10 Conduct of Meetings	5
Section 1.11 Fixing Date for Determination of Stockholders of Record	6
Section 1.12 Stockholders Action by Written Consent	6
Section 1.13 Order of Business	7
Section 1.14 Advance Notice of Stockholder Proposal	8
ARTICLE II DIRECTORS	13
Section 2.1 Duties and Powers	13
Section 2.2 Number; Election; Term	14
Section 2.3 Vacancies and Newly Created Directorships	14
Section 2.4 Removal	14
Section 2.5 Place of Meetings; Records	14
Section 2.6 Organizational Meeting	14
Section 2.7 Regular Meetings	14
Section 2.8 Special Meetings	14
Section 2.9 Organization	14
Section 2.10 Quorum	15
Section 2.11 Committees	15
Section 2.12 Presence at Meeting	15
Section 2.13 Action Without Meetings	16
Section 2.14 Compensation	16
Section 2.15 Interested Directors	16
Section 2.16 Proxy Access	16
Section 2.17 Compliance with Procedures	23
Section 2.18 Submission of Questionnaire; Representation and Agreement	23
ARTICLE III OFFICERS	24
Section 3.1 Election; Term of Office; Appointments	24
Section 3.2 Removal and Resignation	25
Section 3.3 Vacancies	25
Section 3.4 Chair of the Board of Directors	25
Section 3.5 President and/or Chief Executive Officer	25

Section 3.6	Executive Vice Presidents, Senior Vice Presidents and Vice Presidents	25
Section 3.7	Secretary	26
Section 3.8	Treasurer	26
ARTICLE IV STOCK		26
Section 4.1	Stock	26
Section 4.2	Lost, Stolen or Destroyed Certificates	27
Section 4.3	Transfers of Stock	27
Section 4.4	Holder of Record	27
Section 4.5	Transfer and Registry Agents	27
Section 4.6	Dividends	27
ARTICLE V INDEMNIFICATION		28
Section 5.1	Right to Indemnification	28
Section 5.2	Prepayment of Expenses	28
Section 5.3	Claims	28
Section 5.4	Nonexclusivity of Rights	28
Section 5.5	Insurance	28
Section 5.6	Certain Definitions	29
Section 5.7	Survival of Indemnification and Advancement of Expenses	29
Section 5.8	Other Indemnification	29
Section 5.9	Amendment or Repeal	29
Section 5.10	Indemnification of Employees and Agents	29
ARTICLE VI MISCELLANEOUS		30
Section 6.1	Delaware Office	30
Section 6.2	Other Offices	30
Section 6.3	Seal	30
Section 6.4	Notice	30
Section 6.5	Amendments	30
Section 6.6	Checks	30
Section 6.7	Fiscal Year	30

ARTICLE I

STOCKHOLDERS' MEETINGS

Section 1.1 Place of Meetings. The Board of Directors or the Chair of the Board of Directors may designate the place of meeting for any annual or special meeting of the stockholders or may designate that the meeting be held by means of remote communication. If no designation is so made, the place of meeting shall be the principal office of the Corporation.

Section 1.2 Annual Meetings. The annual meeting of the stockholders shall be held on such date and at such time and place as the Board of Directors may designate. At such annual meeting, the stockholders shall elect directors in accordance with the requirements of the Certificate of Incorporation and transact such other business as may properly be brought before the meeting.

Section 1.3 Special Meetings. Subject to the rights of the holders of any preferred stock ("Preferred Stock") with respect to such series of Preferred Stock, special meetings of the stockholders may only be called by or at the direction of (i) the Chair of the Board of Directors, (ii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors that the Corporation would have if all vacancies or unfilled directorships were filled (the "Whole Board") or (iii) the Chair of the Board of Directors or the Secretary of the Corporation upon a written request by or on behalf of stockholders of the Corporation holding at least twenty-five percent (25%) of the voting power of all shares of capital stock of the Corporation then entitled to vote on the matter or matters brought before such meeting. Any such request by stockholders shall (A) be delivered to, or mailed to and received by, the Secretary at the principal office of the Corporation, (B) be signed and dated by each stockholder, or a duly authorized agent of each such stockholder, requesting such meeting, (C) set forth the purpose or purposes of the meeting and (D) include the information required by Section 1.14(c), as applicable, and a representation by such stockholder(s) that (1) not later than ten (10) days after the record date for any such special meeting, it will provide such information as of the record date for such special meeting to the extent not previously provided, and (2) not later than five (5) days prior to the date for such special meeting or any adjournment, rescheduling or postponement thereof, it shall further update and supplement the information so that such information shall be true and correct as of the date that is ten (10) days prior to such special meeting or any adjournment, rescheduling or postponement thereof. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if: (i) the stated business to be brought before the special meeting is not a proper subject for stockholder action under applicable law, the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") or these Bylaws of the Corporation (these "Bylaws"), (ii) the Board of Directors has called or calls for an annual meeting of stockholders to be held within ninety (90) days after the request for the special meeting is delivered to or received by the Secretary of the Corporation and the Board of Directors determines in good faith that the business of such annual meeting includes (among any other matters properly brought before the annual meeting) an item of business (other than the election of directors) that is identical or substantially similar (a "Similar Item") to an item of business included in such request, (iii) the business conducted at the most recent annual meeting, or at any special meeting held within one (1) year prior to receipt of such request, included (among any other matters properly brought before such meeting) a Similar Item (ii)

or (iv) such request is delivered between the sixty-first (61st) day and the three-hundred-sixty- fifth (365th) day after the earliest date of signature on an effective request for a special meeting that has been delivered to the Chair of the Board of Directors or the Secretary of the Corporation relating to a Similar Item. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to, or mailed to and received by, the Secretary of the Corporation. If, at any time after receipt by the Secretary of the Corporation of a proper request for a special meeting of stockholders, there are no longer valid requests from stockholders holding in the aggregate at least the requisite number of shares entitling the stockholders to request the calling of a special meeting, whether because of revoked requests or otherwise, the Board of Directors, in its discretion, may cancel the special meeting (or, if the special meeting has not yet been called, may direct the Chair of the Board of Directors or the Secretary of the Corporation not to call such a meeting).

Section 1.4 Notice. Notice of an annual or special meeting shall be given to each stockholder entitled to vote thereat not less than ten (10) days nor more than sixty (60) days prior to the meeting. The date, place, if any, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, shall be stated in the notice of such meeting delivered or mailed to stockholders. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed to be given in accordance with and at the times provided in the General Corporation Law of the State of Delaware (the "DGCL"). Such further notice shall be given as may be required by applicable law. Meetings may be held without notice if all stockholders entitled to vote thereat are present, or if notice is waived by those not present in accordance with Section 6.4.

Section 1.5 Quorum; Adjournments; Postponement. The holders of stock representing a majority of the voting power of all shares of stock issued and outstanding and entitled to vote at a meeting of stockholders, present in person or represented by proxy, shall be requisite for and shall constitute a quorum of all meetings of the stockholders, except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws; provided that, where a separate vote by a class or series is required, a majority of the voting power of the outstanding shares of such class or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws. In the absence of a quorum, holders of stock representing a majority of the voting power of all shares present in person or represented by proxy at the meeting, or the chair of the meeting, may adjourn any annual or special meeting of stockholders, from time to time, until a quorum shall be present or represented, to reconvene at the same or some other place. Furthermore, the chair of the meeting may adjourn any annual or special meeting of stockholders, from time to time, to reconvene at the same or some other place, whether or not a quorum is present or represented. Except as required by applicable law, no notice of the adjourned meeting need be given if the time and place thereof, if any, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. Any previously scheduled meeting of stockholders may be postponed, canceled or rescheduled by the Board of Directors at any time, before or after the notice for such meeting has been sent to the stockholders, and the Corporation shall publicly announce such postponement, cancellation or rescheduling.

Section 1.6 Proxies; Voting.

(a) At each meeting of the stockholders of the Corporation, every stockholder having the right to vote may authorize another person to act for him or her by proxy. Such authorization must be in writing and executed by the stockholder or his or her authorized officer, director, employee, or agent. To the extent permitted by law, a stockholder may authorize another person or persons to act for him or her as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission; provided that the electronic transmission either sets forth or is submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. A copy, facsimile transmission or other reliable reproduction of a writing or transmission authorized by this Section 1.6 may be substituted for or used in lieu of the original writing or electronic transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission. No proxy authorized hereby shall be voted or acted upon more than three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing a subsequent duly executed proxy with the Secretary of the Corporation no later than the time designated in the order of business for so delivering such proxies. No ballot, proxies or votes nor any revocations thereof or changes thereto shall be accepted after the time set for the closing of the polls pursuant to Section 1.10 unless the Court of Chancery upon application of a stockholder shall determine otherwise. Each proxy shall be delivered to the inspectors of election prior to or at the meeting.

(b) Except as otherwise provided by law, the Certificate of Incorporation, these Bylaws or the applicable rules of any securities exchange, if a quorum exists at any meeting of stockholders, stockholders shall have approved any matter (other than the election of directors, which is addressed in Section 1.6(c)) if a majority of votes cast on such matter by stockholders present in person or represented by proxy at the meeting and entitled to vote on such matter are in favor of such matter. For purposes of this Section 1.6(b), a majority of votes cast shall mean that the number of shares voted "for" a matter exceeds 50% of the number of votes cast with respect to that matter. Votes cast shall include votes against the matter and exclude abstentions and broker non-votes with respect to that matter, but broker non-votes and abstentions will be considered for purposes of establishing a quorum.

(c) Except as set forth below, and subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, if a quorum exists at any meeting of stockholders, stockholders shall have approved the election of a director if a majority of the votes cast at any meeting for the election of such director are in favor of such election. For purposes of this Section 1.6(c), a majority of votes cast shall mean that the number of shares voted “for” a director’s election exceeds fifty percent (50%) of the number of votes cast with respect to that director’s election. Votes cast shall include any votes against that director’s election and any direction to withhold authority in each case and shall exclude abstentions and broker non-votes with respect to that director’s election, but broker non-votes and abstentions will be considered for purposes of establishing a quorum. Notwithstanding the foregoing, in the event of a “contested election” of directors, directors shall be elected by the vote of a plurality of the votes cast at any meeting for the election of directors at which a quorum is present and broker non-votes and abstentions will be considered for purposes of establishing a quorum but will not have an effect on the result of the vote. For purposes of this Section 1.6(c), a “contested election” shall mean any election of directors in which the number of candidates for election as directors exceeds the number of directors to be elected, with the determination thereof being made by the Secretary. If, prior to the time the Corporation mails its initial proxy statement in connection with such election of directors, one or more notices of nomination are withdrawn such that the number of candidates for election as director no longer exceeds the number of directors to be elected, the election shall not be considered a contested election, but in all other cases, once an election is determined to be a contested election, directors shall be elected by the vote of a plurality of the votes cast.

(d) If a nominee for director who is an incumbent director is not elected and no successor has been elected at such meeting, the director shall promptly tender his or her irrevocable resignation to the Board of Directors in accordance with the agreement contemplated by Section 2.18, such resignation to be effective upon acceptance by the Board of Directors as set forth in this Section 1.6(d). The Governance and Nominating Committee shall make a recommendation to the Board of Directors as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Board of Directors shall act on the tendered resignation, taking into account the Governance and Nominating Committee’s recommendation. The Governance and Nominating Committee in making its recommendation, and the Board of Directors in making its decision, may each consider any factors or other information that it considers appropriate and relevant. The director who tenders his or her irrevocable resignation shall not participate in the recommendation of the Governance and Nominating Committee or the decision of the Board of Directors with respect to his or her irrevocable resignation. If such incumbent director’s irrevocable resignation is not accepted by the Board of Directors, such director shall continue to serve until the next annual meeting and until his or her successor is duly elected, or his or her earlier resignation or removal. If a director’s irrevocable resignation is accepted by the Board of Directors pursuant to these Bylaws, or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board of Directors, in its sole discretion, may fill any resulting vacancy pursuant to the provisions of Section 2.3 or may decrease the size of the Board of Directors pursuant to the provisions of Section 2.3.

Section 1.7 Inspectors of Election. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election, which inspector or inspectors may, but does not need to, include individuals who serve the Corporation in other capacities, to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chair of the

meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation present or represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation present or represented at the meeting and such inspectors' count of all votes and ballots. Such certification shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.8 List of Stockholders Entitled to Vote. At least ten (10) days before every meeting of the stockholders a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, with the post office address of each such stockholder, and the number of shares held by each, shall be prepared by the Secretary. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours at the Corporation's headquarters or on a reasonably accessible electronic network; provided that the information required to gain access to such list is provided with the notice of the meeting, and shall be produced and kept at the time and place of meeting during the whole time thereof and be subject to the inspection of any stockholder who may be present. The original or duplicate stock ledger shall be provided at the time and place of each meeting and shall be the only evidence as to the identity of the stockholders entitled to examine the list of stockholders or to vote in person or by proxy at such meeting.

Section 1.9 Organization. Meetings of stockholders shall be presided over by the Chair of the Board of Directors, or in his or her absence by a chair designated by the Board of Directors, or in the absence of such designation by a chair chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chair of the meeting may appoint any person to act as secretary of the meeting.

Section 1.10 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at or prior to such meeting by the chair of the meeting. The Board of Directors of the Corporation may adopt by resolution such rules or regulations for the conduct of meetings of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chair of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chair of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted

proxies or such other persons as the chair of the meeting shall permit; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. The chair of any meeting shall determine all matters relating to the conduct of the meeting, including, but not limited to, determining whether any nomination or other item of business has been properly brought before the meeting in accordance with these Bylaws, and if the chair of the meeting should so determine and declare that any nomination or other item of business has not been properly brought before the meeting, then such business shall not be transacted at such meeting. Business conducted at a special meeting requested by stockholders shall be limited to the matters described in the request for such a meeting delivered pursuant to Section 1.3; provided that nothing herein shall prohibit the Board of Directors from submitting any matter to the stockholders at any such special meeting. If none of the stockholders who submitted the request for a special meeting appears or otherwise sends a qualified representative to present the business proposed to be conducted at such meeting, the chair of such meeting need not present such business for a vote of stockholders at such meeting. Unless and to the extent determined by the Board of Directors or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

Section 1.11 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date, (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting; and (2) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed, (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held; and (b) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.12 Stockholders Action by Written Consent. Subject to the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation may be effected by the written consent of the stockholders of the Corporation in lieu of a duly called annual or special meeting of stockholders of the Corporation as provided in the Certificate of Incorporation.

Section 1.13 Order of Business.

(a) *Annual Meeting of Stockholders.* At any annual meeting of the stockholders, only such nominations of individuals for election to the Board of Directors shall be made, and only such other business shall be conducted or considered, as shall have been properly brought before the meeting. For nominations to be properly made at an annual meeting, and proposals of other business to be properly brought before an annual meeting, nominations and proposals of other business must be: (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise properly made at the annual meeting, by or at the direction of the Board of Directors or (iii) otherwise properly requested to be brought before the annual meeting by a stockholder of the Corporation in accordance with these Bylaws. For nominations of individuals for election to the Board of Directors or proposals of other business to be properly requested by a stockholder to be made at an annual meeting, a stockholder must (A) be a stockholder of record at the time of giving of notice of such annual meeting by or at the direction of the Board of Directors and at the time of the annual meeting, (B) be entitled to vote at such annual meeting and (C) comply with the procedures set forth in these Bylaws as to such business or nomination. Subject to Section 1.14 and Section 2.16, the immediately preceding sentence shall be the exclusive means for a stockholder to make nominations or other business proposals (other than matters properly brought under Rule 14a-8 under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(b) *Special Meetings of Stockholders.* At any special meeting of the stockholders, only such business shall be conducted or considered as shall have been properly brought before the meeting. To be properly brought before a special meeting, proposals of business must be (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise properly made at the special meeting, by or at the direction of the Board of Directors or (iii) otherwise properly requested to be brought before the special meeting by a stockholder of the Corporation in accordance with Section 1.3 of these Bylaws; provided, however, that nothing herein shall prohibit the Board of Directors from submitting additional matters to stockholders at any such special meeting. Nominations of individuals for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (A) by or at the direction of the Board of Directors or (B) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (x) is a stockholder of record at the time of giving of notice of such special meeting and at the time of the special meeting, (y) is entitled to vote at the meeting, and (z) complies with the procedures set forth in these Bylaws as to such nomination. Subject to Section 1.14, this Section 1.13(b) shall be the exclusive means for a stockholder to make nominations or other business proposals (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Corporation's notice of meeting) before a special meeting of stockholders.

(c) *General.* Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chair of any annual or special meeting shall have the power to determine whether a nomination or any other business proposed to be brought before any stockholder meeting was made or proposed, as the case may be, in accordance with these Bylaws and, if any proposed nomination or other business is not in compliance with these Bylaws, to declare that no action shall be taken on such nomination or other proposal and such nomination or other proposal shall be disregarded.

Section 1.14 Advance Notice of Stockholder Proposal.

(a) *Annual Meeting of Stockholders.* Without qualification or limitation, subject to Section 1.14(c)(iv), for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Section 1.13(a), the stockholder must have given timely notice thereof (including, in the case of nominations, the completed and signed questionnaire, representation and agreement required by Section 2.18), and timely updates and supplements thereof, in each case in proper form, in writing to the Secretary, and such other business must otherwise be a proper matter for stockholder action.

To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day and not later than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to the date of such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment, rescheduling or postponement of an annual meeting, or the public announcement thereof, commence a new time period for the giving of a stockholder's notice as described above.

Notwithstanding anything in the immediately preceding paragraph to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased by the Board of Directors, and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 1.14(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

In addition, to be considered timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) days prior to the meeting or any adjournment, rescheduling or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than ten (10) days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than the fifth (5th) day prior to the date for the meeting or any adjournment, rescheduling or postponement

thereof in the case of the update and supplement required to be made as of ten (10) days prior to the meeting or any adjournment, rescheduling or postponement thereof. The obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or under any other provision of these Bylaws or enable or be deemed to permit a stockholder who has previously submitted notice hereunder or under any other provision of these Bylaws to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and or resolutions proposed to be brought before a meeting of the stockholders.

(b) *Special Meeting of Stockholders.* Without qualification or limitation, subject to Section 1.14(c)(iv), for any business to be properly requested to be brought before a special meeting of stockholders by a stockholder pursuant to Section 1.13(b), the stockholder must have given timely notice thereof and timely updates and supplements thereof, in each case in proper form, in writing to the Secretary and such business must otherwise be a proper matter for stockholder action.

Subject to Section 1.14(c)(iv), in the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any stockholder may nominate an individual or individuals (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting; provided that the stockholder gives timely notice thereof (including the completed and signed questionnaire, representation and agreement required by Section 2.18), and timely updates and supplements thereof in each case in proper form, in writing, to the Secretary.

To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to the date of such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than one hundred (100) days prior to the date of such special meeting, the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and, if applicable, of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall any adjournment, rescheduling or postponement of a special meeting of stockholders, or the public announcement thereof, commence a new time period for the giving of a stockholder's notice as described above.

In addition, to be considered timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) days prior to the meeting or any adjournment, rescheduling or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than ten (10) days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than the fifth (5th) day prior to the date for the meeting or any adjournment, rescheduling or postponement thereof in the case of the update and supplement required to be made as of ten (10) days prior to the meeting or any adjournment, rescheduling or postponement thereof. The obligation to update

and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or under any other provision of these Bylaws or enable or be deemed to permit a stockholder who has previously submitted notice hereunder or under any other provision of these Bylaws to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and or resolutions proposed to be brought before a meeting of the stockholders.

(c) *Disclosure Requirements.* To be in proper form, a stockholder's notice pursuant to Section 1.3, Section 1.13 or this Section 1.14 must include the following, as applicable:

(i) As to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal, as applicable, is being made, a stockholder's notice must set forth: (A) the name and address of (1) each such person, (2) any holder of record of the stockholder's shares as they appear on the Corporation's books and (3) each of their respective affiliates or associates or others acting in concert therewith (each person referred to in the foregoing clauses (2) and (3), a "Stockholder Associated Person"), (B) (1) the class and number of all shares of capital stock of the Corporation that are owned, directly or indirectly, by (x) each such person (beneficially and of record) and (y) each Stockholder Associated Person and (2) the name of each nominee holder of shares of stock of the Corporation owned but not of record by such person or any Stockholder Associated Person, the date such person or Stockholder Associated Person acquired each such share of capital stock of the Corporation and the number of such shares of stock of the Corporation held by each such nominee holder, (C) a description of any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived, in whole or in part, from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether such person or any Stockholder Associated Person may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any Stockholder Associated Person, (D) a description of any transaction, agreement, arrangement or understanding with respect to such nomination or business, as applicable, between or among each such person, any Stockholder Associated Person, and

any other person (including their names) in connection with the proposal of such nomination or business, as applicable, and any interest of such person or any Stockholder Associated Person in such nomination or business, as applicable, including the contemplated benefit therefrom to such person or Stockholder Associated Person, (E) a description of any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called “stock borrowing” agreement or arrangement, involving such person or any Stockholder Associated Person, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such person or Stockholder Associated Person with respect to any class or series of shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of shares of the Corporation (any of the foregoing, a “Short Interest”), (F) any rights to dividends on the shares of the Corporation owned beneficially by such person or Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (G) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such person or Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (H) any performance-related fees (other than an asset-based fee) that such person or Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including, without limitation, any such interests held by members of the immediate family sharing the same household of such person or Stockholder Associated Person, (I) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by such person or Stockholder Associated Person, (J) any direct or indirect interest of such person and Stockholder Associated Person in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), (K) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such person or Stockholder Associated Person, if any, (L) a representation that the stockholder is a holder of record or beneficial owner of shares of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice or propose such business, as applicable, (M) a representation as to whether the stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation’s outstanding capital stock required to elect the nominee or approve the proposal, as applicable, and/or otherwise to solicit proxies from stockholders in support of the nomination or proposal, as applicable, (N) a representation that the stockholder shall provide any other information reasonably required by the Corporation to determine if such notice is in proper form and (O) any other information relating to each such person and Stockholder Associated Person, if any, that would be required to be disclosed in a proxy statement and

form of proxy or other filings required to be made in connection with the solicitation of proxies for, as applicable, the proposed business and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder.

(ii) If the notice includes any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, a stockholder's notice must, in addition to the matters set forth in Section 1.14(c)(i), also set forth, with respect to each such business matter: (A) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such stockholder, such beneficial owner and each Stockholder Associated Person, if any, in such business; (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such proposal or business includes a proposal to amend the Bylaws of the Corporation, the text of the proposed amendment); and (C) a description of all agreements, arrangements and understandings between such stockholder, such beneficial owner and each Stockholder Associated Person, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder.

(iii) As to each individual, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors, a stockholder's notice must, in addition to the matters set forth in Section 1.14(c)(i), also set forth, with respect to each such individual: (A) all information relating to such individual that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such individual's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (B) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and any Stockholder Associated Persons, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(iv) As to each individual, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors, a stockholder's notice must, in addition to the matters set forth in Section 1.14(c)(i) and Section 1.14(c)(iii), also include a completed and signed questionnaire, representation and agreement required by Section 2.18. In addition to the information required pursuant to this paragraph or any other provision of these Bylaws, the Corporation may require any proposed nominee to

furnish any other information (A) that may reasonably be required by the Corporation to determine whether the proposed nominee would be independent under the rules and listing standards of the securities exchanges upon which the stock of the Corporation is listed or traded, any applicable rules of the U.S. Securities and Exchange Commission or any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's directors (collectively, the "Independence Standards"), (B) that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee, or (C) that may reasonably be required by the Corporation to determine the eligibility of such nominee to serve as a director of the Corporation. Notwithstanding anything to the contrary, only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as directors.

(d) *Other.*

(i) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(ii) Notwithstanding the provisions of these Bylaws, a stockholder shall also comply with all applicable requirements of state law and the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to state law and the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the separate and additional requirements set forth in these Bylaws with respect to nominations or proposals as to any other business to be considered.

(iii) Nothing in these Bylaws shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws. Subject to Rule 14a-8 under the Exchange Act and Section 2.16, nothing in these Bylaws shall be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Corporation's proxy statement any nomination of director or directors or any other business proposal.

ARTICLE II

DIRECTORS

Section 2.1 Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

Section 2.2 Number; Election; Term. Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, the number of directors shall be fixed from time to time exclusively in accordance with the Certificate of Incorporation. The election and term of directors of the Corporation shall be as provided in the Certificate of Incorporation.

Section 2.3 Vacancies and Newly Created Directorships. Subject to applicable law and the rights of the holders of any one or more series of Preferred Stock then outstanding, newly created directorships and any vacancy on the Board of Directors shall be filled only to the extent and in the manner provided in the Certificate of Incorporation.

Section 2.4 Removal. Subject to the rights of holders of any outstanding series of Preferred Stock with respect to the removal of directors, any or all director(s) of the Corporation may be removed from office only to the extent and in the manner provided in the Certificate of Incorporation.

Section 2.5 Place of Meetings; Records. The directors may hold their meetings either within or without the State of Delaware and keep the books of the Corporation outside of the State of Delaware at such places as they may from time to time determine.

Section 2.6 Organizational Meeting. As necessary, the Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business at its first meeting after or at its meeting immediately prior to each annual meeting of stockholders. Such meeting may be held at any other time or place that shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all of the directors.

Section 2.7 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place either within or without the State of Delaware as shall from time to time be determined by the Board of Directors.

Section 2.8 Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board of Directors (or by any officer designated by the Chair of the Board of Directors) by the mailing of notice to each director at least forty-eight (48) hours before the meeting or by notifying each director of the meeting at least twenty-four (24) hours prior thereto either personally, by telephone or by electronic transmission; special meetings may be called on like notice by the Chair of the Board of Directors (or by any officer designated by the Chair of the Board of Directors) on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 2.9 Organization. At each meeting of the Board of Directors or any committee thereof, the Chair of the Board of Directors or the chair of such committee, as the case may be, or, in his or her absence or if there be none, a director chosen by a majority of the directors present, shall act as chair. Except as provided below, the Secretary shall act as

secretary at each meeting of the Board and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chair of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 2.10 Quorum. At all meetings of the Board, the presence of a majority of the Whole Board shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the applicable rules of any securities exchange, by the Certificate of Incorporation or by these Bylaws.

Section 2.11 Committees. The Board of Directors may, by resolution passed by a majority of the Whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law. Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as the Board of Directors may by resolution duly delegate to it except as prohibited by law, and may authorize the seal of the Corporation to be affixed to all papers that may require it. Each committee shall keep regular minutes and report to the Board of Directors as and when required. Notwithstanding anything to the contrary contained in this Article II, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall control. Nothing herein shall limit the authority of the Board of Directors to appoint other committees consisting in whole or in part of persons who are not directors of the Corporation to carry out such functions as the Board may designate. Unless otherwise provided for in any resolution of the Board of Directors designating a committee pursuant to this Section 2.11, (i) a quorum for the transaction of business of such committee shall be a majority of the authorized number of members of such committee; and (ii) the act of a majority of the members of such committee present at any meeting of such committee at which there is a quorum shall be the act of the committee (except as otherwise specifically provided by law, by the Certificate of Incorporation or by these Bylaws).

Section 2.12 Presence at Meeting. Members of the Board of Directors or any committee designated by the Board may participate in the meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons in the meeting can hear each other and participate. The ability to participate in a meeting in the above manner shall constitute presence at such meeting for purposes of a quorum and any action thereat.

Section 2.13 Action Without Meetings. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, or by electronic transmission. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event), no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given for purposes of this Section 2.13 at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective.

Section 2.14 Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash and/or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 2.15 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitute less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract or transaction.

Section 2.16 Proxy Access.

(a) *Information to Be Included in the Corporation's Proxy Materials*. Whenever the Board of Directors solicits proxies with respect to the election of directors at an annual meeting of stockholders, subject to the provisions of this Section 2.16, the Corporation shall include in its proxy statement for such annual meeting, in addition to any persons nominated for election by or at the direction of the Board of Directors, the name, together with the Required Information (as defined below), of any person nominated for election (a "Stockholder Nominee") to the Board of Directors by an Eligible Stockholder (as defined in

Section 2.16(d)) who expressly elects at the time of providing the notice required by this Section 2.16 to have such nominee included in the Corporation's proxy materials pursuant to this Section 2.16. For purposes of this Section 2.16, the "Required Information" that the Corporation will include in its proxy statement is (i) the information provided to the Secretary of the Corporation concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Corporation's proxy statement pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder, and (ii) if the Eligible Stockholder so elects, a Supporting Statement (as defined in Section 2.16(h)). Nothing in this Section 2.16 shall limit the Corporation's ability to solicit against any Stockholder Nominee or include in its proxy materials the Corporation's own statements or other information relating to any Eligible Stockholder or Stockholder Nominee, including any information provided to the Corporation pursuant to this Section 2.16. Subject to the provisions of this Section 2.16, the name of any Stockholder Nominee included in the Corporation's proxy statement for an annual meeting of stockholders shall also be set forth on the form of proxy distributed by the Corporation in connection with such annual meeting.

(b) *Notice Period.* In addition to any other applicable requirements, for a nomination to be made by an Eligible Stockholder pursuant to this Section 2.16, the Eligible Stockholder must have given timely notice thereof (the "Notice of Proxy Access Nomination") in proper written form to the Secretary. To be timely, the Notice of Proxy Access Nomination must be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not less than one hundred twenty (120) days nor more than one hundred fifty (150) days in advance of the anniversary of the date that the Corporation first distributed its proxy statement to stockholders for the previous year's annual meeting of stockholders. In no event shall the adjournment, rescheduling or postponement of the annual meeting, or the public announcement of such an adjournment, rescheduling or postponement, commence a new time period (or extend any time period) for the giving of a Notice of Proxy Access Nomination pursuant to this Section 2.16.

(c) *Permitted Number of Stockholder Nominees.* The maximum number of Stockholder Nominees nominated by all Eligible Stockholders that will be included in the Corporation's proxy materials with respect to an annual meeting of stockholders shall not exceed the greater of (x) two (2) and (y) twenty percent (20%) of the number of directors in office as of the last day on which a Notice of Proxy Access Nomination may be delivered pursuant to and in accordance with this Section 2.16 (the "Final Proxy Access Nomination Date") or, if such amount is not a whole number, the closest whole number below twenty percent (20%) (such number, as it may be adjusted pursuant to this Section 2.16(c), the "Permitted Number"). In the event that one or more vacancies for any reason occurs on the Board of Directors after the Final Proxy Access Nomination Date but before the date of the annual meeting and the Board of Directors resolves to reduce the size of the Board of Directors in connection therewith, the Permitted Number shall be calculated based on the number of directors in office as so reduced. In addition, the Permitted Number shall be reduced by (i) the number of individuals who will be included in the Corporation's proxy materials as nominees recommended by the Board of Directors pursuant to an agreement, arrangement or other understanding with a stockholder or group of stockholders (other than any such agreement, arrangement or understanding entered into in connection with an acquisition of stock from the Corporation by such stockholder or group of stockholders) and (ii) the number of directors in office as of the Final Proxy Access

Nomination Date who were included in the Corporation's proxy materials as Stockholder Nominees for any of the two (2) preceding annual meetings of stockholders (including any persons counted as Stockholder Nominees pursuant to the immediately succeeding sentence) and whom the Board of Directors decides to nominate for reelection to the Board of Directors. For purposes of determining when the Permitted Number has been reached, any individual nominated by an Eligible Stockholder for inclusion in the Corporation's proxy materials pursuant to this [Section 2.16](#) whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of Directors shall be counted as one of the Stockholder Nominees. Any Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Corporation's proxy materials pursuant to this [Section 2.16](#) shall rank such Stockholder Nominees based on the order in which the Eligible Stockholder desires such Stockholder Nominees to be selected for inclusion in the Corporation's proxy materials if the total number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this [Section 2.16](#) exceeds the Permitted Number. If the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this [Section 2.16](#) exceeds the Permitted Number, the highest ranking Stockholder Nominee who meets the requirements of this [Section 2.16](#) from each Eligible Stockholder will be selected for inclusion in the Corporation's proxy materials until the Permitted Number is reached, going in order of the amount (largest to smallest) of shares of stock of the Corporation each Eligible Stockholder disclosed as owned in its Notice of Proxy Access Nomination. If the Permitted Number is not reached after the highest ranking Stockholder Nominee who meets the requirements of this [Section 2.16](#) from each Eligible Stockholder has been selected, then the next highest ranking Stockholder Nominee who meets the requirements of this [Section 2.16](#) from each Eligible Stockholder will be selected for inclusion in the Corporation's proxy materials, and this process will continue as many times as necessary, following the same order each time, until the Permitted Number is reached. Notwithstanding anything to the contrary contained in this [Section 2.16](#), the Corporation shall not be required to include any Stockholder Nominees in its proxy materials pursuant to this [Section 2.16](#) or with respect to any meeting of stockholders for which the Secretary receives notice that a stockholder intends to nominate one or more persons for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees set forth in [Section 1.14](#).

(d) *Eligible Stockholder*. An "[Eligible Stockholder](#)" is a stockholder or group of no more than twenty (20) stockholders (counting as one stockholder, for this purpose, any two (2) or more funds that are part of the same Qualifying Fund Group (as defined below)) that (i) has owned (as defined in [Section 2.16\(e\)](#)) continuously for at least three (3) years immediately preceding the date of the Notice of Proxy Access Nomination (the "[Minimum Holding Period](#)") a number of shares of stock of the Corporation that represents at least three percent (3%) of the voting power of the outstanding shares of all classes of capital stock entitled to vote in the election of directors, voting together as a single class, as of the date the Notice of Proxy Access Nomination is received by the Secretary at the principal executive offices of the Corporation in accordance with this [Section 2.16](#) (the "[Required Shares](#)"), (ii) continues to own the Required Shares through the date of the applicable annual meeting and (iii) satisfies all other requirements of, and complies with all applicable procedures set forth in, this [Section 2.16](#). A "[Qualifying Fund Group](#)" means two (2) or more funds that are (A) under common management and investment control, (B) under common management and funded primarily by the same employer or (C) a "group of investment companies" as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended. Whenever the Eligible Stockholder consists

of a group of stockholders (including a group of funds that are part of the same Qualifying Fund Group), (x) each provision in this [Section 2.16](#) that requires the Eligible Stockholder to provide any written statements, representations, undertakings, agreements or other instruments or to meet any other conditions (including the Minimum Holding Period) shall be deemed to require each stockholder (including each individual fund) that is a member of such group to provide such statements, representations, undertakings, agreements or other instruments and to meet such other conditions (except that the members of such group may aggregate the shares that each member has owned continuously for the Minimum Holding Period in order to meet the three percent (3%) ownership requirement of the “Required Shares” definition) and (y) a breach of any obligation, agreement or representation under this [Section 2.16](#) by any member of such group shall be deemed a breach by the Eligible Stockholder. No person may be a member of more than one group of stockholders constituting an Eligible Stockholder with respect to any annual meeting.

(e) *Definition of Ownership.* For purposes of this [Section 2.16](#), an Eligible Stockholder shall be deemed to “own” only those outstanding shares of stock of the Corporation as to which the stockholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit from and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (x) sold by such stockholder or any of its affiliates in any transaction that has not been settled or closed, (y) borrowed by such stockholder or any of its affiliates for any purposes or purchased by such stockholder or any of its affiliates pursuant to an agreement to resell or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar instrument or agreement entered into by such stockholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of shares of outstanding stock of the Corporation, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such stockholder’s or its affiliates’ full right to vote or direct the voting of any such shares and/or (2) hedging, offsetting or altering to any degree any gain or loss realized or realizable from maintaining the full economic ownership of such shares by such stockholder or affiliate. A stockholder shall “own” shares held in the name of a nominee or other intermediary so long as the stockholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A stockholder’s ownership of shares shall be deemed to continue during any period in which (i) the stockholder has loaned such shares; provided that the stockholder has the power to recall such loaned shares on five (5) business days’ notice and includes in the Notice of Proxy Access Nomination an agreement that it (A) will promptly recall such loaned shares upon being notified that any of its Stockholder Nominees will be included in the Corporation’s proxy materials and (B) will continue to hold such recalled shares through the date of the annual meeting or (ii) the stockholder has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement which is revocable at any time by the stockholder. The terms “owned,” “owning” and other variations of the word “own” shall have correlative meanings. Whether outstanding shares of stock of the Corporation are “owned” for these purposes shall be determined by the Board of Directors. For purposes of this [Section 2.16](#), the term “affiliate” or “affiliates” shall have the meaning ascribed thereto under the General Rules and Regulations under the Exchange Act.

(f) *Form of Notice*. To be in proper written form, the Notice of Proxy Access Nomination must include or be accompanied by the following:

(i) a written statement by the Eligible Stockholder certifying as to the number of shares it owns and has owned continuously for the Minimum Holding Period, and the Eligible Stockholder's agreement to provide (A) within five (5) business days following the later of the record date for the annual meeting or the date notice of the record date is first publicly disclosed, a written statement by the Eligible Stockholder certifying as to the number of shares it owns and has owned continuously through the record date and (B) immediate notice if the Eligible Stockholder ceases to own any of the Required Shares prior to the date of the annual meeting;

(ii) one or more written statements from the record holder of the Required Shares (and from each intermediary through which the Required Shares are or have been held during the Minimum Holding Period) verifying that, as of a date within seven (7) calendar days prior to the date the Notice of Proxy Access Nomination is delivered to or mailed and received by the Secretary, the Eligible Stockholder owns, and has owned continuously for the Minimum Holding Period, the Required Shares, and the Eligible Stockholder's agreement to provide, within five (5) business days following the later of the record date for the annual meeting or the date notice of the record date is first publicly disclosed, one or more written statements from the record holder and such intermediaries verifying the Eligible Stockholder's continuous ownership of the Required Shares through the record date;

(iii) a copy of the Schedule 14N that has been or is concurrently being filed with the U.S. Securities and Exchange Commission as required by Rule 14a-18 under the Exchange Act;

(iv) the information, statements, representations, agreements and other documents that would be required to be set forth in or included with a stockholder's notice of a nomination pursuant to Section 1.14(c), together with the written consent of each Stockholder Nominee to being named as a nominee and to serve as a director if elected;

(v) a representation that the Eligible Stockholder (A) will continue to hold the Required Shares through the date of the annual meeting, (B) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and does not presently have such intent, (C) has not nominated and will not nominate for election to the Board of Directors at the annual meeting any person other than the Stockholder Nominee(s) it is nominating pursuant to this Section 2.16, (D) has not engaged and will not engage in, and has not and will not be a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee(s) or a nominee of the Board of Directors, (E) has not distributed and will not distribute to any stockholder of the Corporation any form of proxy for the annual meeting other than the form distributed by the Corporation, (F) has complied and will comply with all laws and regulations

applicable to solicitations and the use, if any, of soliciting material in connection with the annual meeting and (G) has provided and will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(vi) a statement indicating whether the Eligible Stockholder intends to continue to own the Required Shares for at least one (1) year following the annual meeting;

(vii) an undertaking that the Eligible Stockholder agrees to (A) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Corporation or out of the information that the Eligible Stockholder provided to the Corporation, (B) indemnify and hold harmless the Corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Stockholder pursuant to this Section 2.16 or any solicitation or other activity in connection therewith and (C) file with the U.S. Securities and Exchange Commission any solicitation or other communication with the stockholders of the Corporation relating to the meeting at which its Stockholder Nominee(s) will be nominated, regardless of whether any such filing is required under Regulation 14A of the Exchange Act or whether any exemption from filing is available for such solicitation or other communication under Regulation 14A of the Exchange Act;

(viii) in the case of a nomination by a group of stockholders together constituting an Eligible Stockholder, the designation by all group members of one (1) member of the group that is authorized to receive communications, notices and inquiries from the Corporation and to act on behalf of all members of the group with respect to all matters relating to the nomination under this Section 2.16 (including withdrawal of the nomination); and

(ix) in the case of a nomination by a group of stockholders together constituting an Eligible Stockholder in which two (2) or more funds that are part of the same Qualifying Fund Group are counted as one (1) stockholder for purposes of qualifying as an Eligible Stockholder, documentation reasonably satisfactory to the Corporation that demonstrates that the funds are part of the same Qualifying Fund Group.

(g) *Additional Required Information.* In addition to the information required pursuant to Section 2.16(f) or any other provision of these Bylaws, (i) the Corporation may require any proposed Stockholder Nominee to furnish any other information (A) that may reasonably be required by the Corporation to determine whether the Stockholder Nominee would be independent under the Independence Standards, (B) that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such Stockholder Nominee or (C) that may reasonably be required by the Corporation to determine the eligibility of such

Stockholder Nominee to serve as a director of the Corporation, and (ii) the Corporation may require the Eligible Stockholder to furnish any other information that may reasonably be required by the Corporation to verify the Eligible Stockholder's continuous ownership of the Required Shares for the Minimum Holding Period.

(h) *Supporting Statement.* The Eligible Stockholder may, at its option, provide to the Secretary, at the time the Notice of Proxy Access Nomination is provided, a written statement, not to exceed 500 words, in support of the Stockholder Nominee(s)' candidacy (a "Supporting Statement"). Only one (1) Supporting Statement may be submitted by an Eligible Stockholder (including any group of stockholders together constituting an Eligible Stockholder) in support of its Stockholder Nominee(s). Notwithstanding anything to the contrary contained in this Section 2.16, the Corporation may omit from its proxy materials any information or Supporting Statement (or portion thereof) that it, in good faith, believes would violate any applicable law or regulation.

(i) *Correction of Defects.* If any information or communications provided by an Eligible Stockholder or a Stockholder Nominee to the Corporation or its stockholders ceases to be true and correct in all material respects or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, such Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of any defect in such previously provided information and of the information that is required to correct any such defect; it being understood that providing such notification shall not be deemed to cure any such defect or limit the remedies available to the Corporation relating to any such defect (including the right to omit a Stockholder Nominee from its proxy materials pursuant to this Section 2.16). Nothing in this Section 2.16 shall limit the Corporation's ability to solicit against any such Stockholder Nominee or include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(j) *Stockholder Nominee Eligibility.* Notwithstanding anything to the contrary contained in this Section 2.16, the Corporation shall not be required to include in its proxy materials, pursuant to this Section 2.16, any Stockholder Nominee (i) who would not be an independent director under the Independence Standards, (ii) whose election as a member of the Board of Directors would cause the Corporation to be in violation of these Bylaws, the Certificate of Incorporation, the rules and listing standards of the principal United States securities exchanges upon which the stock of the Corporation is listed or traded, or any applicable state or federal law, rule or regulation, (iii) who is or has been, within the past three (3) years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (iv) who is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten (10) years, (v) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended, or (vi) who shall have provided any information to the Corporation or its stockholders that was untrue in any material respect or that omitted to state a material fact necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

(k) *Invalid Nominations.* Notwithstanding anything to the contrary set forth herein, if (i) a Stockholder Nominee and/or the applicable Eligible Stockholder breaches any of these agreements or representations or fails to comply with any of its obligations under this [Section 2.16](#) or (ii) a Stockholder Nominee otherwise becomes ineligible for inclusion in the Corporation's proxy materials pursuant to this [Section 2.16](#) or dies, becomes disabled or otherwise becomes ineligible or unavailable for election at the annual meeting, in each case as determined by the Board of Directors or the chair of the annual meeting, (x) the Corporation may omit or, to the extent feasible, remove the information concerning such Stockholder Nominee and the related Supporting Statement from its proxy materials and/or otherwise communicate to its stockholders that such Stockholder Nominee will not be eligible for election at the annual meeting, (y) the Corporation shall not be required to include in its proxy materials any successor or replacement nominee proposed by the applicable Eligible Stockholder or any other Eligible Stockholder and (z) the Board of Directors or the chair of the annual meeting shall declare such nomination to be invalid and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation. In addition, if the Eligible Stockholder (or any qualified representative thereof) does not appear at the annual meeting to present any nomination pursuant to this [Section 2.16](#), such nomination shall be declared invalid and disregarded as provided in clause (z) above.

(l) *Restrictions on Re-Nominations.* Any Stockholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of stockholders but either (i) withdraws from or becomes ineligible or unavailable for election at the annual meeting, or (ii) does not receive at least twenty-five percent (25%) of the votes cast in favor of such Stockholder Nominee's election, will be ineligible to be a Stockholder Nominee pursuant to this [Section 2.16](#) for the next two (2) annual meetings of stockholders. For the avoidance of doubt, the immediately preceding sentence shall not prevent any stockholder from nominating any person to the Board of Directors pursuant to and in accordance with [Section 1.14](#).

(m) *Exclusive Method.* This [Section 2.16](#) provides the exclusive method for a stockholder to include nominees for election to the Board of Directors in the Corporation's proxy materials.

[Section 2.17 Compliance with Procedures.](#) If the chair of the election meeting determines that a nomination of any candidate for election as a director was not made in accordance with the applicable provisions of these Bylaws, such nomination shall be void. Notwithstanding anything in these Bylaws to the contrary, unless otherwise required by law, if a stockholder intending to make a nomination at an annual or special meeting pursuant to [Section 1.14](#) or an Eligible Stockholder intending to make a nomination pursuant to a Notice of Proxy Access Nomination at an annual meeting does not provide the notice and information required under [Section 1.14](#) or [Section 2.16](#), as applicable, to the Corporation (including providing the updated information required by [Section 1.14](#) by the deadlines specified therein), or the stockholder (or a qualified representative of such stockholder) does not appear at the meeting to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

[Section 2.18 Submission of Questionnaire; Representation and Agreement.](#) To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under [Section 1.14](#) or [Section 2.16](#), as applicable) to the Secretary at the principal executive offices of the

Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (a) is not and will not become a party to (i) any transaction, agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a “Voting Commitment”) that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a director of the Corporation, with such person’s fiduciary duties under applicable law, (b) is not and will not become a party to any transaction, agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, (c) in such person’s individual capacity and on behalf of any person or entity on whose behalf, directly or indirectly, the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with, applicable law and all applicable publicly disclosed corporate governance, conflict of interest, corporate opportunities, confidentiality and stock ownership and trading policies and guidelines of the Corporation, (d) will abide by the requirements of Section 1.6(d) and (e) consents to being named as a nominee in the Corporation’s proxy statement pursuant to Rule 14a-4(d) under the Exchange Act and any associated proxy card of the Corporation and agrees to serve if elected as a director.

ARTICLE III

OFFICERS

Section 3.1 Election; Term of Office; Appointments. The elected officers of the Corporation, which shall be elected by the Board of Directors, shall be a Chief Executive Officer, a President, a Treasurer, a Secretary and such other officers (including, without limitation, a Chief Financial Officer) as the Board of Directors from time to time may deem proper. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article III. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. The Board of Directors (or any committee thereof) may from time to time elect, or the Chair of the Board of Directors, the Chief Executive Officer or President may appoint, such other officers (including one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers, and Assistant Controllers) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board or such committee or by the Chair of the Board of Directors, the Chief Executive Officer or President, as the case may be. Officers of the Corporation shall hold office until their successors are chosen and qualify in their stead or until their earlier death, resignation or removal, and shall perform such duties as from time to time shall be prescribed by these Bylaws and by the Board and, to the extent not so provided, as generally pertain to their respective offices. Two (2) or more offices may be held by the same person.

Section 3.2 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed from office with or without cause at any time by the affirmative vote of a majority of the Whole Board, unless otherwise provided by resolution of the Board of Directors. Any officer or agent appointed by the Chair of the Board of Directors, the Chief Executive Officer or the President may be removed from office with or without cause at any time by such person, unless otherwise provided by resolution of the Board of Directors, or by the affirmative vote of a majority of the Whole Board. Any officer may resign at any time upon written notice to the Corporation.

Section 3.3 Vacancies. A newly created elected office and a vacancy in any elected office because of death, resignation, or removal may be filled by the Board of Directors. Any vacancy in an office appointed by the Chair of the Board of Directors, the Chief Executive Officer or the President because of death, resignation, or removal may be filled by the Chair of the Board of Directors, the Chief Executive Officer, the President, as applicable, or by the Board of Directors.

Section 3.4 Chair of the Board of Directors. The Chair of the Board of Directors shall be elected by the Board of Directors. The Board of Directors may determine whether the Chair of the Board of Directors is an executive Chair or non-executive Chair. Unless otherwise determined by the Board of Directors, an executive Chair shall be deemed to be an officer of the Corporation. The Board of Directors may at any time and for any reason designate another director to serve as Chair of the Board of Directors and may determine whether any Chair of the Board of Directors shall be or cease to be an executive Chair. The Chair of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors and shall perform such duties and exercise such powers as from time to time shall be prescribed by these Bylaws or by the Board of Directors.

Section 3.5 President and/or Chief Executive Officer. The President or Chief Executive Officer, in the absence of the Chair of the Board of Directors, shall preside at meetings of the Board of Directors. The President and/or Chief Executive Officer shall have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President and/or Chief Executive Officer shall have the power to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the President or Chief Executive Officer. The President and/or Chief Executive Officer shall have such authority and perform such duties in the management of the Corporation as from time to time shall be prescribed by the Board of Directors and, to the extent not so prescribed, he or she shall have such authority and perform such duties in the management of the Corporation, subject to the control of the Board, as generally pertain to the office of President or Chief Executive Officer.

Section 3.6 Executive Vice Presidents, Senior Vice Presidents and Vice Presidents. Executive Vice Presidents, Senior Vice Presidents and Vice Presidents and/or such other officers/titles as established from time to time shall perform such duties as from time to time shall be prescribed by these Bylaws, by the Board of Directors, by the Chair of the Board of Directors or by the Chief Executive Officer or President, and, except as otherwise prescribed by the Board of Directors, they shall have such powers and duties as generally pertain to such office.

Section 3.7 Secretary. The Secretary or person appointed as secretary at all meetings of the Board of Directors and of the stockholders shall record all votes and the minutes of all proceedings in a book to be kept for that purpose, and he or she shall perform like duties for the committees of the Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, if required. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books and records pertaining to meetings and proceedings of the Board of Directors (and any committee thereof) and of the stockholders required by law to be kept or filed are properly kept or filed, as the case may be. The Secretary shall perform such other duties as may be prescribed by these Bylaws or as may be assigned to him or her by the Board of Directors, Chair of the Board of Directors or the Chief Executive Officer or President, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Secretary.

Section 3.8 Treasurer. The Treasurer shall have responsibility for the Corporation's funds and securities. He or she shall perform such other duties as may be prescribed by these Bylaws or as may be assigned to him or her by the Chair of the Board of Directors, the President or Chief Executive Officer or the Board of Directors, and, except as otherwise prescribed by the Board of Directors, he or she shall have such powers and duties as generally pertain to the office of Treasurer.

ARTICLE IV

STOCK

Section 4.1 Stock. The shares of the Corporation shall be represented by certificates in such form as the appropriate officers of the Corporation may from time to time prescribe or shall be uncertificated. If shares shall be represented by certificates, then such certificates shall be numbered and registered, shall exhibit the holder's name and the number of shares, and shall be signed in the name of the Corporation by any two (2) authorized officers of the Corporation. Any signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue. At all times that the Corporation's stock is listed on a U.S. national securities exchange, the shares of the stock of the Corporation shall comply with all direct registration system eligibility requirements established by such exchange, including any requirement that shares of the Corporation's stock be eligible for issue in book-entry form. All issuances and transfers of shares of the Corporation's stock shall be entered on the books of the

Corporation with all information necessary to comply with such direct registration system eligibility requirements, including the name and address of the person to whom the shares of stock are issued, the number of shares of stock issued and the date of issue. The Board of Directors shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of shares of stock of the Corporation in both the certificated and uncertificated forms.

Section 4.2 Lost, Stolen or Destroyed Certificates. No certificate for shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board of Directors or any financial officer may in its or his or her discretion require. A new certificate may be issued without requiring any bond when, in the judgment of the Board of Directors or such financial officer, it is proper to do so.

Section 4.3 Transfers of Stock. Transfers of shares of the stock of the Corporation shall be made upon the books of the Corporation (a) in the case of certificated shares of stock, upon presentation of such certificates by the registered holder in person or by a duly authorized attorney, or upon presentation of proper evidence of succession, assignment or authority to transfer such shares of stock, and upon surrender of the appropriate certificate(s), or (b) in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered owner of such uncertificated shares, or from a duly authorized attorney or from an individual presenting proper evidence of succession, assignment or authority to transfer the stock. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 4.4 Holder of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the exclusive holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by applicable law.

Section 4.5 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

Section 4.6 Dividends. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on the outstanding shares of capital stock of the Corporation, subject to the requirements of applicable law and the provisions of the Certificate of Incorporation, if any. Such dividends may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

ARTICLE V

INDEMNIFICATION

Section 5.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was, at any time during which this Article V is in effect (whether or not such person continues to serve in such capacity at the time any indemnification or advancement of expenses pursuant hereto is sought or at the time any Proceeding relating thereto exists or is brought), a director or officer of the Corporation or by reason of the fact that such person, at the request of the Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity (a "Covered Person").

Section 5.2 Prepayment of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by any Covered Person of the Corporation in defending any Proceeding in advance of its final disposition, except where such Covered Person pleads guilty or nolo contendere in a criminal proceeding (excluding traffic violations and other minor offenses); provided, however, that the payment of such expenses shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified.

Section 5.3 Claims. If a claim for indemnification or payment of expenses (including attorneys' fees) under this Article V is not paid in full within sixty (60) days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action, the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 5.4 Nonexclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws or any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 5.5 Insurance. The Corporation may purchase and maintain insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article V.

Section 5.6 Certain Definitions. For purposes of this Article V, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article V, references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation that imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article V.

Section 5.7 Survival of Indemnification and Advancement of Expenses. The indemnification and, subject to the discretion of the Board of Directors, advancement of expenses provided by, or granted pursuant to, this Article V or the Certificate of Incorporation shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Covered Person and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5.8 Other Indemnification. The Corporation’s obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, non-profit entity, or other enterprise.

Section 5.9 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 5.10 Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article V to Covered Persons.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Delaware Office. The address of the registered office of the Corporation in the State of Delaware shall be at Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801 and the name of its registered agent at such address is Corporation Trust Company.

Section 6.2 Other Offices. The Corporation may also have offices at other such places, both within and without the State of Delaware, as the Board of Directors from time to time may appoint or the business of the Corporation may require.

Section 6.3 Seal. The corporate seal shall be in the form adopted by the Board of Directors. Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be affixed by any officer of the Corporation to any instrument executed by authority of the Corporation, and the seal when so affixed may be attested by the signature of any officer of the Corporation.

Section 6.4 Notice. Whenever notice is required to be given by law, the Certificate of Incorporation or these Bylaws, a written or electronically transmitted waiver by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Notice to stockholders shall be given in the manner set forth in the DGCL. Notice to directors or committee members may be given personally or by means of electronic transmission.

Section 6.5 Amendments. These Bylaws may be altered, amended or repealed, or new Bylaws adopted, only to the extent and in the manner provided in the Certificate of Incorporation.

Section 6.6 Checks. All checks, drafts, notes and other orders for the payment of money shall be signed by such officer or officers or agents as from time to time may be designated by the Board of Directors or by such officers of the Corporation as may be designated by the Board of Directors to make such designation.

Section 6.7 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board of Directors.

**CERTIFICATE OF AMENDMENT OF
AMENDED & RESTATED
CERTIFICATE OF INCORPORATION OF
UPJOHN INC.**

Upjohn Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

FIRST: That Article First of the Amended & Restated Certificate of Incorporation of the Corporation is hereby amended in its entirety to read as follows (the "Amendment"):

"Name. The name of the corporation is Viatris Inc."

SECOND: The Amendment was duly adopted in accordance with Section 242 of the DGCL.

THIRD: The Amendment shall become effective at 7:20 AM ET on November 16, 2020.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed on November 13, 2020.

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

TRANSITION SERVICES AGREEMENT

by and between

PFIZER INC.

and

UPJOHN INC.

Dated as of November 16, 2020

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of November 16, 2020 (the “Effective Date”), is by and between Pfizer Inc., a Delaware corporation (“Pluto”), and Upjohn Inc., a Delaware corporation (“Spinco”) (each, a “Party” and together, the “Parties”).

RECITALS

WHEREAS, Pluto and Spinco have entered into a Separation and Distribution Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “Separation Agreement”), pursuant to which Pluto and Spinco have agreed to separate the Spinco Business from the Pluto Business so that, as of the Distribution Date, the Spinco Business is held by members of the Spinco Group and the Pluto Business is held by members of the Pluto Group (the “Separation”);

WHEREAS, after the Separation, Spinco shall become a standalone publicly traded company, pursuant to the terms of the Separation Agreement and a Business Combination Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “Business Combination Agreement”), by and among Pluto, Spinco, Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands, and certain of their Affiliates; and

WHEREAS, in order to provide for an orderly transition from the Spinco Business operating as a division of Pluto to operating as a standalone publicly traded company, Pluto and Spinco have agreed to enter into this Agreement, pursuant to which Pluto shall provide, or shall cause the applicable members of the Pluto Group or, to the extent permitted hereunder, third parties to provide, to Spinco and the applicable members of the Spinco Group certain services on an interim basis after the Effective Date, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, including as specified in this Section 1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Separation Agreement.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Assignee Party” has the meaning set forth in Section 4.1(c).

“Assigning Party” has the meaning set forth in Section 4.1(c).

“Baseline Period” means the period from January 1, 2019 to the Effective Date.

“Breaching Party” has the meaning set forth in Section 7.2.

“Business Combination Agreement” has the meaning set forth in the recitals to this Agreement.

“Compliance Concern” has the meaning set forth in Section 2.11(a).

“Consent” has the meaning set forth in Section 2.6.

“Cost-Plus Charge” has the meaning set forth in Section 3.1(c).

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Excluded Services” has the meaning set forth in Section 2.1(a).

“Extension Charge” has the meaning set forth in Section 3.1(d).

“Force Majeure” has the meaning set forth in Section 9.14.

“Information Systems” means (a) computer systems, servers, workstations, routers, hubs, switches, data communications networks (other than the Internet) and other information technology equipment used to create, store, transmit, exchange or receive information, voice or data and (b) documentation, user manuals, and training manuals documenting the functionality or use of any of the foregoing.

“Initial Service Period” means, with respect to any Service, an initial term of twenty-four (24) months or any shorter or longer period of time otherwise specified in Exhibit A under the heading “Service Period” applicable to such Service.

“Intellectual Property” means all intellectual property rights throughout the world, including: (i) patents and patent applications and all related provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions and substitutions of any of the foregoing, (ii) trademarks, service marks, names, corporate names, trade names, domain names, social media names, tags or handles, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, whether or not registered or applied for registration, including common law trademark rights, (iii) copyrights and copyrightable subject matter, whether or not registered or applied for registration, (iv) technical, scientific, regulatory and other information, designs, ideas, inventions (whether patentable or unpatentable and whether or not reduced to practice), research and development, discoveries, results, creations, improvements, know-how, techniques and data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing and preclinical and clinical data), technology,

algorithms, procedures, plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, compositions, specifications, and marketing, pricing, distribution, cost and sales information, tools, materials, apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, (v) Software and (vi) applications, registrations and common law rights for the foregoing.

“LCA” has the meaning set forth in Section 9.15.

“Non-Breaching Party” has the meaning set forth in Section 7.2.

“Omitted Service” has the meaning set forth in Section 2.4.

“Out-of-Pocket Costs” has the meaning set forth in Section 3.1(b).

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Pluto” has the meaning set forth in the preamble to this Agreement.

“Pluto Costs” means internal and out-of-pocket costs or expenses incurred by Pluto or members of its Group that would have been incurred by any of them in the ordinary course of decommissioning or ceasing to continue conducting the Spinco Business (or any part thereof) or any of their other businesses absent the transactions contemplated by the Separation Agreement and the Business Combination Agreement, including redundancy costs, write-off costs, costs of internal archiving or decommissioning, or losses of volume benefits under third party contracts, in each case to the extent incurred as a result of such decommissioning or cessation.

“Pluto Indemnified Parties” has the meaning set forth in Section 5.1(b).

“Pluto Managed Control or Process” has the meaning set forth in Section 2.13.

“Recipient” has the meaning set forth in Section 3.2(a).

“Response Notice” has the meaning set forth in Section 2.3(b).

“Security Requirements” has the meaning set forth in Section 2.10(d).

“Senior Manager” means Doug Amann, in the case of Pluto, and Amy Humble, in the case of Spinco, or any individual designated in writing by Pluto or Spinco, respectively, to succeed or replace such designee during the Term hereof.

“Separation” has the meaning set forth in the recitals to this Agreement.

“Separation Agreement” has the meaning set forth in the recitals to this Agreement.

“Service Extension” has the meaning set forth in Section 2.5.

“Service Extension Period” has the meaning set forth in Section 2.5.

“Service Fees” has the meaning set forth in Section 3.1(a).

“Service Functional Lead” has the meaning set forth in Section 2.7.

“Service Noncompliance” has the meaning set forth in Section 2.2(a).

“Service Period” means the Initial Service Period, together with any Service Extension Periods.

“Service Taxes” has the meaning set forth in Section 3.2(b).

“Services” has the meaning set forth in Section 2.1(a).

“Spinco” has the meaning set forth in the preamble to this Agreement.

“Spinco Business Data” has the meaning set forth in Section 4.1(b).

“Spinco Indemnified Parties” has the meaning set forth in Section 5.1(a).

“Subcontractor” has the meaning set forth in Section 2.2(b).

“Supplier” has the meaning set forth in Section 3.2(a).

“Term” has the meaning set forth in Section 7.1.

“Termination Notice” has the meaning set forth in Section 2.3(b).

“Transition Plan” has the meaning set forth in Section 2.8.

“Transition Representative” has the meaning set forth in Section 2.7.

“VAT” means (A) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (B) any other Tax of a similar nature, however denominated, to the Taxes referred to in clause (A) above, whether imposed in a member state of the European Union in substitution for, or levied in addition to, the Taxes referred to in clause (A) above, or imposed elsewhere (including goods and services Taxes, but excluding transfer Tax, stamp duty and other similar Taxes).

“Withdrawal Notice” has the meaning set forth in Section 2.3(b).

ARTICLE II

SERVICES; STANDARD OF PERFORMANCE

Section 2.1 Services.

(a) Subject to the terms and conditions of this Agreement, beginning on the Effective Date and continuing for the duration of the applicable Service Period, Pluto shall provide, or cause to be provided, to Spinco and the applicable members of the Spinco Group the services identified in Exhibit A, as such Exhibit A may be supplemented or modified from time to time in accordance with the provisions of this Agreement (the “Services”). Notwithstanding anything to the contrary herein, the Services shall exclude any services not expressly set forth in Exhibit A (it being understood that any Omitted Services added to Exhibit A pursuant to Section 2.4 shall not be so excluded), including the services identified in Exhibit B (the “Excluded Services”). The provision to the Spinco Business of any Excluded Services shall be discontinued as of the Effective Date.

(b) The Services shall only be used by Spinco and the applicable members of the Spinco Group, and only to the extent in connection with the operation of the Spinco Business, and shall not be used by Spinco or any member of the Spinco Group for any other purpose or (except as expressly permitted in accordance with Section 2.3(d)) in any other manner (including as to scope, volume and location) than the purpose or manner in which such Services were used by Pluto and its Affiliates in connection with the operation of the Spinco Business during the Baseline Period (together with organic growth of the Spinco Business during the Term). No member of the Spinco Group shall resell, license or otherwise permit the use by any other Person of any of the Services.

(c) Pluto shall have no obligation to provide, or cause to be provided, the Services to any Person other than Spinco and the applicable members of the Spinco Group. Subject to Section 2.3(d), Pluto shall have no obligation to provide, or cause to be provided, the Services other than for the benefit of the Spinco Business, and shall not be required to provide such Services within a greater scope or in a greater volume than, or at a different location than, such Services were provided by Pluto and its Affiliates to the Spinco Business during the Baseline Period (together with organic growth of the Spinco Business during the Term). Pluto shall have no obligation to provide, or cause to be provided, the Services to the extent that any changes are made to the Spinco Business that increase in any material respect Pluto’s burden or cost with respect to the provision of such Services or that make commercially impracticable the provision of such Services, including as a result of (i) mergers, acquisitions, divestitures, consolidations, reorganizations or similar transactions or (ii) employee additions, reductions or other changes not in the ordinary course of business of the Spinco Business consistent with past practice. For clarity, the preceding sentence shall not restrict the ability of Spinco or any member of the Spinco Group to engage in any of the actions listed in the preceding sentence while receiving the Services.

Section 2.2 Standard of Performance.

(a) Pluto shall provide the Services with reasonable skill and care consistent in all material respects with the level of skill and care provided to the Spinco Business during the Baseline Period. For the purposes of this Agreement, the term “Service Noncompliance” shall mean Pluto’s failure to provide the Services in the manner set forth in this Section 2.2(a) after receipt of written notice from Spinco specifying the details of such noncompliance and Pluto’s failure to cure (if capable of being cured) such noncompliance as soon as reasonably practicable but not later than thirty (30) days after Pluto’s receipt of such notice; provided that, notwithstanding the foregoing, a Service Noncompliance shall be deemed not to occur to the extent Pluto is not able to provide the Services or cure such noncompliance as a result of (i) a Force Majeure, (ii) Spinco’s breach of this Agreement, or (iii) a Compliance Concern. Pluto shall be deemed not to be in breach of this Agreement with respect to the provision of the Services unless and until such breach constitutes Service Noncompliance.

(b) Pluto shall have the right to perform its obligations under this Agreement through one or more members of the Pluto Group, and each of the foregoing may hire third party service providers, subcontractors and consultants (each, a “Subcontractor”) to perform any of Pluto’s obligations hereunder, including to provide all or part of any Service; provided that (i) Pluto shall in all cases retain responsibility for the provision of the Services to Spinco in accordance with this Agreement and be liable for any breach by any such member of the Pluto Group or Subcontractor of the terms of this Agreement to the same extent as if such breach was committed by Pluto and (ii) Pluto’s exercise of its rights pursuant to this Section 2.2(b) shall not adversely affect the applicable Services in any material respect or increase Spinco’s costs or expenses hereunder for the applicable Services. Except as expressly provided in this Agreement, neither Pluto nor any member of the Pluto Group, nor any other Person on their behalf, makes any representations or warranties, express or implied, with respect to any Services provided by a Subcontractor.

(c) As between the Parties, except as otherwise agreed by the Parties in writing, Pluto shall have sole discretion and authority with respect to designating, employing, assigning, compensating and discharging personnel and Subcontractors in connection with the performance of the Services, and notwithstanding anything to the contrary herein, in no event shall Pluto or any member of the Pluto Group be obligated under this Agreement to retain or employ any specific personnel or Subcontractors, acquire any equipment or technology, expand or modify any facilities or incur any capital expenditures, in each case unless Pluto agrees, in its sole discretion, to do so and Spinco agrees to bear all related costs and expenses.

Section 2.3 Service Changes.

(a) Any Service may be terminated, in whole or in part, upon the mutual written consent of the Parties, and in such case, (i) the applicable Service shall terminate on the date mutually agreed upon in writing by Pluto and Spinco, (ii) Exhibit A shall be deemed amended to delete such Service as of such date and (iii) this Agreement shall be of no further force and effect with respect to such Service, except as to liabilities or obligations accrued prior to the date of termination of such Service.

(b) Any Service may be terminated, in whole or in part, by Spinco upon written notice (a “Termination Notice”) to Pluto at least ninety (90) days prior to such termination, and in such case, unless a Withdrawal Notice is timely delivered to Pluto as set forth below, (i) the applicable Service shall terminate on the termination date specified in the Termination Notice (or such other date mutually agreed upon in writing by Pluto and Spinco), (ii) Exhibit A shall be deemed amended to delete such Service as of such date and (iii) this Agreement shall be of no further force and effect with respect to such Service, except as to liabilities or obligations accrued prior to the date of termination of such Service; provided, however, that except as otherwise agreed by the Parties, no such notice may be given until sixty (60) days following the Effective Date. Within thirty (30) days following receipt of a Termination Notice, Pluto shall provide Spinco with written notice (a “Response Notice”) regarding (x) whether the termination (or partial termination) of the applicable Service, in Pluto’s reasonable judgment, will require the termination or partial termination of, or otherwise affect the performance of, any other Services and (y) any Out-of-

Pocket Costs that will arise from the termination (or partial termination) of the applicable Service and any other such Services, including an estimate of the amount thereof. With respect to any Response Notice, Spinco may withdraw its Termination Notice by delivering a written notice (a "Withdrawal Notice") to Pluto within ten (10) days following the receipt of such Response Notice from Pluto. If Spinco timely delivers a Withdrawal Notice, the Termination Notice shall be deemed withdrawn and the applicable Service shall not be affected. If Spinco does not timely deliver a Withdrawal Notice, the Termination Notice will be final, binding and irrevocable and Pluto may terminate or affect the performance of any and all Services set forth in the Response Notice in accordance with its terms, and Exhibit A shall be deemed amended accordingly. For clarity, partial termination of a Service by Spinco shall not require the prior written consent of Pluto, but shall be subject to the requirements set forth in Section 2.3(c).

(c) Upon termination of one or more Services in whole or in part pursuant to Section 2.3(a) or Section 2.3(b), Pluto's obligation to provide, and Spinco's obligation to pay for, such terminated Service(s) (or portion thereof that is terminated) beyond the specified termination date will terminate; provided that (i) Spinco shall pay Pluto (or the applicable member of the Pluto Group) for all accrued and unpaid Service Fees (and the Cost-Plus Charge and, if applicable, Extension Charge thereon) for such terminated Service(s) (or portions thereof that are terminated), (ii) Spinco shall reimburse Pluto (or the applicable member of the Pluto Group) for all Out-of-Pocket Costs incurred by or on behalf of the Pluto Group in connection with such termination, in each case in accordance with Article III, and (iii) once every six (6) months during the Term, the Service Fees set forth in Exhibit A shall be updated on a line-by-line basis to reflect any material reduction in the cost to Pluto of providing the Services resulting from the termination (or partial termination) of any Service(s), as determined in good faith by Pluto and communicated in writing to Spinco, which changes, upon the approval of Spinco's Transition Representative in accordance with Section 9.2, shall be retroactively effective as of such specified termination date and reflected in the first invoice issued by Pluto after such approval as an appropriate reduction in the amount otherwise due.

(d) If Spinco desires to (i) increase the scope or volume of any Service in any material respect beyond the scope or volume of such Service as provided by Pluto and its Affiliates to the Spinco Business during the Baseline Period (together with organic growth of the Spinco Business during the Term) or (ii) change the location at which any Service is provided from the location at which such Service was provided by Pluto and its Affiliates to the Spinco Business during the Baseline Period, Spinco shall provide a written request to Pluto for such increase in scope or volume or change in location of Service, and Spinco and Pluto shall discuss in good faith such request, including any incremental costs and expenses associated therewith. Pluto shall use commercially reasonable efforts to accommodate such request to the extent the applicable increase in scope or volume or change in location of Service (A) arises from organic growth of the Spinco Business, (B) is not requested as a result of, or otherwise in connection with, any mergers, acquisitions, divestitures, consolidations, reorganizations, or similar transactions, and (C) would not require Pluto or any member of the Pluto Group to allocate resources and capabilities to effect such increase in scope or volume or change in location of Service materially in excess of its then-current ordinary course resources and capabilities. The Parties shall amend Exhibit A to reflect such increase in scope or volume or change in location of Service, to the extent applicable. All costs and expenses incurred in providing such increase in scope or volume or change in location of Service pursuant to this Section 2.3(d) shall be borne by Spinco.

(e) It is understood and agreed that Pluto may from time to time change the manner or nature of any Service provided to Spinco if (i) Pluto is making similar changes in the performance of services similar to such Service for its Group, (ii) such changes are required by applicable Law, (iii) such changes are requested by Spinco or otherwise reasonably necessary to provide any such Service to Spinco in accordance with this Agreement, or (iv) such changes would not reasonably be expected to adversely affect in any material respect the provision of such Service. Any incremental costs and expenses incurred by or on behalf of the Pluto Group in making any such change to the Services referred to in clause (i) or (iv) of this Section 2.3(e) shall be borne solely by Pluto and no Service Fees shall be increased as a result of such incremental costs and expenses. Any incremental costs and expenses incurred by or on behalf of the Pluto Group in making any such change to the Services referred to in clause (ii) or (iii) of this Section 2.3(e) shall be borne by Spinco (and such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder).

Section 2.4 Omitted Services. If, within one hundred eighty (180) days following the Effective Date, Spinco identifies a service (an “Omitted Service”) that (a) was provided by Pluto or any of its Affiliates to the Spinco Business during the Baseline Period, (b) is reasonably necessary for the Spinco Business to operate in substantially the same manner as the Spinco Business operated during the Baseline Period, (c) is not included on Exhibit A or Exhibit B and (d) would not require Pluto or the applicable member of the Pluto Group to allocate resources or capabilities materially in excess of its then-current ordinary course resources and capabilities, the Parties shall amend Exhibit A to add such Omitted Service, and in such case, such Omitted Service will be deemed a Service hereunder; provided that Pluto shall have no obligation to provide such Omitted Service unless and until the Parties mutually agree on all terms and conditions for the provision of such Omitted Service, including the Service Period and the Service Fee for such Omitted Service, which terms and conditions shall be negotiated by the Parties in good faith.

Section 2.5 Service Extensions. If Spinco reasonably determines that it will require a Service to continue beyond the Initial Service Period for such Service, Spinco may extend such Service (a “Service Extension”) for up to two (2) six (6)-month periods (each, a “Service Extension Period”) by written notice to Pluto no less than sixty (60) days prior to the end of the Initial Service Period or first Service Extension Period, as applicable, and Pluto shall cause such Service to be provided during such Service Extension Period in accordance with the terms hereof; provided that the Extension Charge shall apply in accordance with Section 3.1(d).

Section 2.6 Third Party Terms and Conditions; Consents. Spinco hereby acknowledges and agrees that the Services provided by Pluto through Subcontractors, or using third party assets, including Intellectual Property, are subject to the terms and conditions of any applicable agreements with such third parties and subject to the receipt of any consent, authorization, order or approval of, or any exemption by, any third party (each, a “Consent”) required to be obtained by Pluto (or the applicable members of the Pluto Group or its or their Subcontractors) for the performance of Pluto’s obligations under this Agreement, which Pluto shall use its commercially reasonable efforts to obtain, and Spinco shall, and shall cause the applicable members of the Spinco Group to, reasonably cooperate with and assist Pluto (or the applicable members of the Pluto Group or its or their Subcontractors) in so obtaining; provided that neither Party shall be obligated to incur any out-of-pocket costs or expenses to obtain any such Consent;

provided, further, that if any out-of-pocket costs or expenses must be incurred to pay for a Consent, or for the assignment of a license or other rights to any member of the Spinco Group, or for the purchase or licensing of any Intellectual Property or other assets to provide the Services to any member of the Spinco Group, and Spinco wishes that such Consent be obtained or such assignment, purchase or license be effected, such out-of-pocket costs and expenses shall be borne by Spinco (and the Service Fee for such Service will increase by the amount of any such costs and expenses or, in the case of any one-time costs relating to such modifications, such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder). If Pluto is unable to obtain any required Consent, or to effect any required assignments, purchases or licenses, in accordance with the preceding sentence the Parties shall use commercially reasonable efforts to (a) negotiate in good faith reasonable modifications to the Services or the provision of substitute services (which substitute services shall be deemed “Services” hereunder), such that such Consents, assignments, purchases or licenses are not required and (b) implement such modifications or substitute services (including by amending Exhibit A). Any incremental costs and expenses incurred by or on behalf of the Pluto Group with respect to such mutually agreed modifications or substitute services shall be borne by Spinco (and the Service Fee for the applicable Services will increase by the amount of any such costs and expenses or, in the case of any one-time costs relating to such modifications, such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder). Notwithstanding anything to the contrary herein, subject to Pluto complying with its obligations under this Section 2.6, Pluto will not be in breach of this Agreement or have any liability to the Spinco Group as a result of any non-performance of, or other effect upon, any applicable Services as a result of any failure to obtain any such Consent or to effect any such assignment, purchase or license. If any Consent, assignment, purchase or license is required to be obtained with respect to any third party relationship of Spinco or any member of the Spinco Group for the receipt of Services, Spinco shall be solely responsible for obtaining any such Consent, assignment, purchase or license at its sole cost and expense; provided that Pluto shall, and shall cause the applicable members of the Pluto Group to, reasonably cooperate with and assist Spinco (or the applicable members of the Spinco Group) in so obtaining.

Section 2.7 Transition Representatives. Each Party shall designate an individual to be the primary liaison between the Parties for the transition of the Spinco Business and the provision and receipt of, and the transfer of responsibility for, the Services (each, a “Transition Representative”). Each Party shall also designate individuals to be the primary representatives of such Party with respect to each of the functional areas of the Services (e.g., information technology, finance) (each, a “Service Functional Lead”). The Parties agree that any issues arising under this Agreement in relation to a particular Service will be raised first by and between the Service Functional Leads responsible for the functional area of the relevant Service before being referred to the Transition Representatives. The Transition Representatives and Service Functional Leads, or their respective designees, shall meet regularly in person, telephonically or as they otherwise agree during the Term to discuss any issues arising under this Agreement that have not been resolved by the Service Functional Leads and the need for any modifications or additions hereto. Either Party may replace its Transition Representative or any Service Functional Lead with an individual who has a comparable level of responsibility within its respective organization. Each Party shall provide written notice of its Transition Representative and Service Functional Leads to the other Party promptly following the execution of this Agreement and promptly following any changes to such Party’s Transition Representative or any Service Functional Lead, in each case in accordance with Section 9.1. The Transition Representatives and Service Functional Leads shall perform their duties in accordance with the Transition Plan.

Section 2.8 Transitional Nature of Services; Transition Plan and Assistance. The Parties hereby acknowledge the transitional nature of the Services. Accordingly, as promptly as practicable following the execution of this Agreement, Spinco agrees to use, and to cause the applicable members of the Spinco Group to use, commercially reasonable efforts to transition each Service to its own internal organization or obtain alternate third parties to provide the Services. In connection therewith, Spinco shall develop a detailed written transition plan (as may be updated from time to time, the "Transition Plan") which sets forth how Spinco will transition from each Service in a timely and efficient manner, in accordance with this Agreement and no later than the end of the Service Period for such Service, such that all Services have been so transitioned prior to the expiration of the Term. The Transition Plan shall include a description of Spinco's expected end state following completion of transition activities and any reasonable assistance that Spinco expects to request from Pluto in order to achieve such expected end state (which requested assistance shall be subject to Pluto's approval, not to be unreasonably withheld, conditioned or delayed). Spinco shall provide a draft Transition Plan to Pluto as soon as reasonably practicable following the Effective Date, but in any event no later than one hundred twenty (120) days following the Effective Date, and shall incorporate any revisions reasonably proposed by Pluto, which comments shall be provided within ninety (90) days of receipt of such draft Transition Plan. Spinco shall inform Pluto of any developments or changes (including as a result of the termination of any Services hereunder) that would reasonably be expected to impair Spinco's ability to adhere to the Transition Plan, and shall update the Transition Plan upon Pluto's reasonable request. Pluto shall, upon Spinco's reasonable request, provide Spinco with assistance reasonably necessary to transition the Services to Spinco in accordance with the Transition Plan; provided that all out-of-pocket costs and expenses incurred in connection therewith shall be borne by Spinco (and such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder); provided, further, that Spinco shall be ultimately responsible for transitioning the Services. The specific transition assistance and timing thereof shall be as mutually agreed in good faith by the Parties. Such transition assistance may include providing information regarding specific Services and the systems, Software and data formats and data organization being used for such Services, coordination and other reasonable assistance with test runs of replacement systems and processes (but not development of such systems and processes), and other reasonable access to relevant information; provided that Pluto shall not be obligated to provide transition assistance that Pluto cannot provide without a material increase in its then-current ordinary course resources and capabilities, or without adversely affecting in any material respect its and the other members of the Pluto Group's other obligations and commitments. Notwithstanding anything to the contrary herein, the foregoing assistance of Pluto is deemed to be a Service for purposes of this Agreement, and in no event shall Pluto or any member of the Pluto Group be required to provide any such assistance following the expiration of the Term.

Section 2.9 Independent Contractor. In providing the Services hereunder, Pluto, the applicable members of the Pluto Group and its and their Subcontractors shall act solely as independent contractors. Nothing herein shall constitute or be construed to be or create in any way or for any purpose a fiduciary, partnership, joint venture, joint-employer or principal-agent relationship between the Parties.

Section 2.10 Access and Cooperation; Reliance.

(a) Each Party agrees that it shall, and shall cause the applicable members of its Group to, (i) timely provide to the other Party and the applicable members of its Group (and, if applicable, its and their Subcontractors), at no cost to such other Party, reasonable access to personnel, facilities, systems, assets, information and books and records, in the case of Spinco, with respect to the Spinco Business, and in the case of Pluto, with respect to the Services, and (ii) timely provide decisions, approvals and acceptances, in the case of each of clauses (i) and (ii), as reasonably requested by such other Party in order to enable it to exercise its rights and perform its obligations under this Agreement in a timely and efficient manner.

(b) Without limiting Section 2.10(a), each Party shall, and shall cause the applicable members of its Group to, (i) cooperate with the other Party in all matters relating to the provision and receipt of the Services, (ii) use commercially reasonable efforts to minimize the expense, distraction and disturbance to each Party and (iii) perform all obligations hereunder in good faith and in accordance with principles of fair dealing. Such cooperation shall include (A) the execution and delivery of such further instruments or documents as may be reasonably requested by the other Party to enable the full performance of each Party's obligations hereunder and (B) promptly notifying the other Party of any changes to a Party's operating environment or personnel that would reasonably be expected to affect the provision or use of the Services in any material respect, and working with the other Party to minimize the effect of such changes.

(c) In connection with the performance of this Agreement, each Party and the members of its Group (and, if applicable, its and their Subcontractors) shall be entitled to rely upon the genuineness, validity and truthfulness of any document, instrument or other writing presented by or on behalf of the other Party or any member of its Group. No member of either Party's Group or any of its Subcontractors shall be liable for any impairment in the provision or receipt, as applicable, of any Service caused by their not receiving information, materials or access pursuant to this Section 2.10, either timely or at all, or by their receiving inaccurate or incomplete information from or on behalf of the other Party's Group.

(d) Except as otherwise expressly set forth with respect to one or more specific Services in Exhibit A, neither Party shall have any right or be permitted to access any Information Systems or Software owned or controlled by the other Party or any member of its Group. To the extent any such access is granted to any member of a Party's Group in connection with the provision or receipt of one or more specific Services, the accessing Party shall, and shall cause the applicable members of its Group to, comply with (i) the Information System and Software terms of access set forth in Exhibit C and (ii) the bona fide and generally applicable policies and procedures of the other Party made available to such accessing Party in writing (collectively, the "Security Requirements").

(e) Each Party shall notify the other Party promptly after becoming aware of any actual or suspected breach of security of the other Party's Information Systems or any accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, information contained therein or any other sensitive or confidential information (including information relating to an identified or identifiable individual) supplied by or on behalf of the other Party to such Party or any member of its Group in connection with this Agreement and, in the event of any such actual or suspected breach or destruction, loss, alteration, disclosure or access, each Party shall, and shall cause the members of its Group to, reasonably cooperate with the other Party in investigating and mitigating the effect thereof.

Section 2.11 Compliance.

(a) Spinco acknowledges and agrees that Pluto shall not provide any Service to the extent that the provision of such Service by Pluto, any member of the Pluto Group or any of its or their Subcontractors, including any of the foregoing persons' officers, directors, employees, agents or representatives, would conflict with or violate (i) any applicable Laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, or (ii) the bona fide and generally applicable policies or procedures of Pluto or any member of the Pluto Group. In the event that Pluto determines in good faith that the provision of a specific Service in a specific market is likely to violate clause (i) or (ii) above (a "Compliance Concern"), Pluto shall provide prompt notice to Spinco describing in reasonable detail the nature of the Compliance Concern.

(i) Pluto and Spinco shall confer in good faith to determine whether the Compliance Concern can be resolved and whether the suspension of such Service is necessary; provided that, in the event of a disagreement regarding whether such suspension is necessary, Pluto shall have the right to make the final determination. Pluto and Spinco shall pursue the mutual objective of limiting the scope and duration of any such suspension. Each Party shall take reasonable interim measures necessary to address the Compliance Concern that are requested by the other Party (e.g., by replacing a suspect intermediary or reassigning a suspect employee), and, upon request, shall provide written confirmation to the other Party that such measures have been implemented. All interim measures shall remain in place until and unless the Parties mutually agree, on the basis of their reasonable investigation, that the Compliance Concern is resolved.

(ii) In the event that any Service has been suspended under this Section 2.11(a), upon the resolution of such Compliance Concern, Pluto shall resume the provision of such Service.

(iii) Each Party shall at all times comply with all applicable Laws in connection with the exercise of its rights and performance of its obligations under this Agreement.

(b) Spinco and the applicable members of the Spinco Group shall follow the bona fide and generally applicable policies, procedures and practices with respect to the Services followed by Pluto and the applicable members of the Pluto Group that are made available to Spinco in writing and any changes to such policies, procedures and practices, in each case, from and after the date on which Spinco is notified in writing of the relevant policy, procedure or practice, including those relating to continuity of business, computer and network security measures and data encryption.

Section 2.12 Condition to Performance. Spinco acknowledges and agrees that Pluto shall not be responsible for any failure to provide the Services to the extent that such failure results from Spinco's breach of this Agreement, including its obligations under Section 2.10, or to the extent that such failure is pursuant to a suspension of a Service that is in accordance with Section 2.11(a) or Section 9.14.

Section 2.13 Internal Audits and Testing of Pluto Managed Controls and Processes. The Parties acknowledge and agree that Pluto will, in the ordinary course of its business, audit and test certain controls, processes and procedures that relate to the Services (a “Pluto Managed Control or Process”). Pluto agrees that, to the extent required by Spinco to comply with applicable Law, Pluto will provide Spinco with reasonable access to the audit or testing documentation for any such Pluto Managed Control or Process that is material to the Spinco Business as soon as reasonably practicable following the completion of the applicable audit or testing. Notwithstanding the foregoing, Pluto’s responsibility shall be limited to providing reasonable access to audit or testing documentation it creates in the ordinary course of its business and Pluto shall have no responsibility to conduct any particular audit or testing, create any specific documentation or provide any interpretation of audit or testing results or determination of the scope, level or materiality of any potential risks or deficiencies (and, for clarity, Spinco shall be solely responsible for interpreting any such results or making any such determination). To the extent required by Spinco to comply with applicable Law, Spinco shall have the right to audit or test, or have Pluto audit or test, in each case at Pluto’s option and upon reasonable prior written notice, any Pluto Managed Control or Process. If Pluto agrees that Spinco may perform such audit or testing then, upon reasonable prior written notice to Pluto, Pluto shall permit Spinco representatives reasonable access, during regular business hours (as in effect from time to time), for purposes of such audit or testing; provided that, if any such audit or testing could result in Spinco having access to any sensitive Confidential Information of Pluto (including Tax and transfer pricing information), Pluto may require that Spinco appoint an independent third party audit firm reasonably acceptable to Pluto to conduct such audit or testing. All costs of any such audit or testing conducted by or on behalf of Spinco pursuant to this Section 2.13, including the costs of a third party audit firm, shall be borne by Spinco. Within thirty (30) days of completing such audit or testing, Spinco shall submit a report to Pluto with its findings. Any information obtained or observed by Spinco during any such audit or testing shall be subject to the confidentiality obligations contained in Article VI. For clarity, Pluto shall have no responsibility to conduct any remediation or modification of any Pluto Managed Control or Process unless a reputable and internationally recognized independent third party audit firm determines that a significant deficiency or material weakness exists with respect to such Pluto Managed Control or Process and Pluto, after considering in good faith the findings set forth in such report, agrees with such determination, and in such case Pluto shall conduct such remediation or modification at its own cost.

ARTICLE III

COMPENSATION

Section 3.1 Compensation.

(a) Spinco (or the applicable member of the Spinco Group) shall pay to Pluto (or the applicable member of the Pluto Group) (i) a monthly fee (pro rated for any partial month) for each Service provided to Spinco (or such member of the Spinco Group) hereunder in accordance with the charges for each such Service as set forth in Exhibit A (collectively, the

“Service Fees”), (ii) the Cost-Plus Charge as set forth in Section 3.1(c), and (iii) the Extension Charge, if applicable, as set forth in Section 3.1(d); provided that, for each of the first two years following the Effective Date, the aggregate fees otherwise payable by Spinco to Pluto pursuant to this sentence shall be reduced by the amount set forth on Exhibit E. For the avoidance of doubt, Service Fees shall not include any severance and/or retention costs incurred by Pluto or the Pluto Group as a result of retaining the necessary employees to supply such Service to Spinco in accordance with the terms of this Agreement. Pluto or the applicable member of its Group shall bear all Pluto Costs.

(b) With respect to the first \$380,000,000 of Out-of-Pocket Costs, Pluto (or the applicable member of the Pluto Group) shall bear fifty percent (50%) of such Out-of-Pocket Costs and Spinco (or the applicable member of the Spinco Group) shall reimburse Pluto (or the applicable member of the Pluto Group) for fifty percent (50%) of such Out-of-Pocket Costs. With respect to Out-of-Pocket Costs in excess of \$380,000,000, Spinco (or the applicable member of the Spinco Group) shall reimburse Pluto (or the applicable member of the Pluto Group) for one hundred percent (100%) of such Out-of-Pocket Costs. If requested by Pluto, Spinco (or the applicable member of the Spinco Group) shall pay the applicable third-party service provider directly for Out-of-Pocket Costs otherwise required to be reimbursed by Spinco (or the applicable member of the Spinco Group). All Out-of-Pocket Costs required to be reimbursed by Spinco (or the applicable member of the Spinco Group) shall be in addition to the Service Fees. Reasonable documentation of Out-of-Pocket Costs will be provided upon request. “Out-of-Pocket Costs” shall mean, collectively, all reasonable out-of-pocket costs and expenses, including license fees, royalties, payments to Subcontractors and third-party freight, distribution and other logistics costs, incurred by or on behalf of Pluto (or such member of the Pluto Group) in connection with (i) preparation activities to make the Services available to the Spinco Group, (ii) the provision of the Services, (iii) planning and executing the migration or transition of the Services to the Spinco Group or a Subcontractor and (iv) early termination of any Service pursuant to Section 2.3(a) or Section 2.3(b), but excluding, in the case of each of clauses (i) through (iv), any Taxes, which are the subject of Section 3.2.

(c) The Parties agree that the Service Fees shall be subject to a five percent (5%) markup each month, calculated on the monthly fee for each Service as set forth in Exhibit A (the “Cost-Plus Charge”), to reflect arms’ length pricing terms for the Services. For clarity, the Cost-Plus Charge shall be charged to and payable by Spinco (or the applicable member of the Spinco Group) in addition to the Service Fees set forth on Exhibit A.

(d) The Parties agree that the Service Fees shall be subject to an additional five percent (5%) markup each month during the first Service Extension Period and an additional ten percent (10%) markup each month during the second Service Extension Period, in each case calculated on the monthly fee for each Service as set forth in Exhibit A (the “Extension Charge”). During any Service Extension Period, the applicable Extension Charge shall be charged to and payable by Spinco (or the applicable member of the Spinco Group) in addition to the Service Fees set forth on Exhibit A and the Cost-Plus Charge. For clarity, after giving effect to the Cost-Plus Charge in Section 3.1(c) and the Extension Charge in this Section 3.1(d), the Service Fees shall be subject to a five percent (5%) markup each month during the Initial Service Period, a ten percent (10%) markup each month during the first Service Extension Period, and a fifteen percent (15%) markup each month during the second Service Extension Period, in each case calculated on the monthly fee for each Service as set forth in Exhibit A.

(e) If at any time Pluto believes that the Service Fee for a specific Service on Exhibit A is materially insufficient to compensate it (or the applicable member of the Pluto Group) for the cost of providing such Service, or Spinco believes that the Service Fee for a specific Service on Exhibit A materially overcompensates Pluto (or the applicable member of the Pluto Group) for such Service, such Party shall promptly notify the other Party, and the Parties will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to the Service Fee for such Service for future periods. This Article III shall not limit any other obligation of either Party and the applicable members of its Group to reimburse costs or expenses of the other Party and the applicable members of its Group pursuant to other provisions of this Agreement.

Section 3.2 Taxes.

(a) All sums payable under this Agreement are exclusive of any amount in respect of VAT. If any action of one Party (the "Supplier") under this Agreement constitutes, for VAT purposes, the making of a supply to another Party (or a member of that Party's Group) (the "Recipient") and VAT is or becomes chargeable on that supply, the Recipient shall pay to the Supplier, in addition to any amounts otherwise payable under this Agreement by the Recipient, a sum equal to the amount of the VAT chargeable on that supply against delivery to the Recipient of a valid VAT invoice issued in accordance with the laws and regulations of the applicable jurisdiction.

(b) Without duplication of amounts covered by Section 3.2(a), Spinco (or the applicable member of the Spinco Group) shall be responsible for all VAT, sales, goods and services, use, gross receipts, transfer, consumption and other similar Taxes, (excluding, for clarity, Taxes imposed on net income, profits and gains and franchise Taxes), together with interest, penalties and additions thereto ("Service Taxes"), imposed by applicable taxing authorities attributable to the provision of Services to Spinco (or such member of the Spinco Group) or any payment hereunder; provided that such Service Taxes are shown on a valid invoice. If Pluto or any member of the Pluto Group is required to pay any part of such Service Taxes, Pluto (or the applicable member of the Pluto Group) shall provide Spinco with evidence that such Service Taxes have been paid, and Spinco (or the applicable member of the Spinco Group) shall reimburse Pluto (or such member of the Pluto Group) for such Service Taxes. Pluto (or the applicable member of the Pluto Group) shall, upon the reasonable request of Spinco, promptly revise any invoice to the extent such invoice was erroneously itemized or categorized. Each Party shall, and shall cause the applicable members of its Group to, use commercially reasonable efforts to (i) minimize the amount of any Service Taxes imposed on the provision of Services hereunder, including by availing itself of any available exemptions from or reductions to any such Service Taxes, and (ii) cooperate with the other Party in providing any information or documentation that may be reasonably necessary to minimize such Service Taxes or obtain such exemptions or reductions. If at any time Pluto or any member of the Pluto Group receives a refund (or credit or offset in lieu of a refund) of any Service Taxes borne by Spinco or any member of the Spinco Group, then Pluto (or such member of the Pluto Group) shall promptly pay over the amount of such refund, credit or offset (net of all reasonable related out-of-pocket costs, expenses and taxes incurred in respect thereof) to Spinco (or such member of the Spinco Group), it being understood that Spinco and the applicable members of the Spinco Group shall be liable for (x) any subsequent disallowance of such refund, credit or offset and any related interest, penalties or additions thereto and (y) any reasonable out-of-pocket costs and expenses related to such disallowance.

(c) If applicable Law requires that an amount in respect of any Taxes be withheld from any payment to Pluto or any member of the Pluto Group, Spinco shall promptly notify Pluto of such required withholding and Spinco shall withhold (or cause to be withheld) such Taxes and pay (or cause to be paid) such withheld amounts over to the applicable taxing authority in accordance with the requirements of the applicable Law and provide Pluto (or such member of the Pluto Group) with an official receipt confirming such payment (where it is common practice for the applicable taxing authority to provide such a receipt). Spinco (or any member of the Spinco Group) shall not be required to “gross up” any amounts invoiced to Spinco to account for, or otherwise compensate Pluto (or any member of the Pluto Group) for, any Taxes that are required to be withheld under applicable Law. Pluto shall reasonably cooperate with Spinco to determine whether any such withholding applies to the Services, and if so, shall further cooperate to minimize applicable withholding Taxes. Each Party shall, and shall cause the applicable members of its Group to, provide the other Party and the applicable members of its Group with any reasonable cooperation or assistance as may be necessary to enable the other Party and such members of its Group to claim exemption from, or a reduction in the rate of, any withholding Taxes (including, without limitation, pursuant to any applicable double taxation or similar treaty), to receive a refund of such withholding Taxes or to claim a Tax credit therefor.

(d) Where a Party or any member of its Group is required by this Agreement to reimburse or indemnify the other Party or any member of its Group for any cost or expense (including Out-of-Pocket Costs), the reimbursing or indemnifying Party (or the applicable member of its Group) shall reimburse or indemnify the other Party (or the applicable member of its Group) for the full amount of the cost or expense, inclusive of any amounts in respect of VAT imposed on that amount to the extent properly reflected on a valid invoice, except to the extent that the reimbursed or indemnified Party reasonably determines that it (or such member of its Group), or a member of the same group as it (or such member of its Group) for VAT purposes, is entitled to credit for or repayment of that VAT from any relevant taxing authority.

(e) For purposes of this Agreement, and except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement, and in the event of any inconsistency between the Tax Matters Agreement and this Agreement with respect to Tax matters, the Tax Matters Agreement shall control.

Section 3.3 Payment Terms. On a monthly basis by the twentieth (20th) day of each month of the Term (other than the first month of the Term), Pluto shall invoice Spinco for the Service Fee for each of the Services provided in the prior month, plus the Cost-Plus Charge and, if applicable, Extension Charge for such prior month, and, if applicable, any Out-of-Pocket Costs incurred, which invoice shall also set forth in reasonable detail a description of the Services rendered in the applicable month. Subject to any dispute, Spinco shall pay Pluto all amounts due under any invoice within fifty (50) days from the end of such prior month. For the avoidance of doubt, for illustrative purposes, if Services are provided during the period beginning on March 1 and ending on March 31, Pluto shall invoice Spinco in respect of such period by no later than April 20,

and Spinco shall pay Pluto all amounts due by no later than May 20. All such invoices shall be delivered to Spinco at the address designated by Spinco by written notice to Pluto. Any correspondence or payments concerning such invoices shall be made to Pluto at the address designated by Pluto by written notice to Spinco. Any dispute regarding invoiced amounts shall be resolved in accordance with Article VIII; provided that Spinco may withhold payment of any such amounts to the extent such amounts both (x) are disputed in good faith pending resolution of such dispute and (y) represent more than ten percent (10%) of the total amount set forth on the applicable invoice; provided further that, for the avoidance of doubt, the payment of any disputed amount that represents ten percent (10%) or less of the total amount set forth on the applicable invoice shall not result in a waiver of or otherwise prejudice Spinco's right to dispute such amount. There shall be no right of set-off or counterclaim with respect to any claim, debt or obligation against payments to Pluto or any member of the Pluto Group under this Agreement; provided that Pluto may net any amount payable to Pluto or any member of the Pluto Group under this Agreement against any amount that Pluto or any member of the Pluto Group is obligated to pay or transmit to Spinco or any member of the Spinco Group pursuant to the Services. Unless otherwise specified by Pluto, all amounts payable by Spinco or any member of the Spinco Group to Pluto or any member of the Pluto Group under this Agreement shall be paid directly from Spinco to Pluto.

Section 3.4 Interest. Any amounts billed or otherwise invoiced or demanded and properly payable pursuant to Section 3.3 that are not paid within thirty (30) days of the due date therefor pursuant to this Agreement shall accrue interest from such due date at a rate per annum equal to the Prime Rate through the date of actual payment.

ARTICLE IV

INTELLECTUAL PROPERTY

Section 4.1 Ownership of Intellectual Property.

(a) Except as expressly provided in Section 4.1(b), no license, title, ownership or other Intellectual Property or proprietary rights are transferred to Spinco, any member of the Spinco Group or any of its or their Representatives pursuant to this Agreement, and Pluto retains all such rights, title, ownership and other interest in its Information Systems, platforms, applications and all other Software, hardware, systems and resources it uses to provide the Services. Except as expressly provided in Section 4.1(b), no license, title, ownership or other Intellectual Property or proprietary rights are transferred to Pluto, any member of the Pluto Group or any of its or their Subcontractors or other Representatives pursuant to this Agreement, and Spinco retains all such rights, title, ownership and other interest in its Information Systems, platforms, applications and all other Software, hardware, systems and resources it uses to receive the Services. Except as expressly provided in Section 4.1(b), as between the Parties, each Party shall be the sole and exclusive owner of, and nothing in this Agreement shall be deemed to grant the other Party, any member of its Group or any of its or their Representatives, any right, title, license, leasehold or other interest in or to any Intellectual Property, ideas, concepts, techniques, inventions, processes, systems, works of authorship, facilities, floor space, resources, special programs, functionalities, interfaces, computer hardware or Software, documentation or other work product developed, created, modified, improved, used or relied upon by such Party, any member of its Group or any of its or their Representatives in connection with the Services or the performance of such Party's obligations hereunder and, for clarity, no such items shall be considered a work made for hire within the meaning of Title 17 of the United States Code.

(b) Notwithstanding anything to the contrary in Section 4.1(a), all information, records, data, reports and deliverables to the extent relating to the Spinco Business that are generated, collected, stored, processed or created by or on behalf of the Spinco Group pursuant to a Service shall be owned by Spinco (“Spinco Business Data”), except that Pluto shall own all information, records, data, reports and deliverables generated, collected, stored, processed or created in providing the Services to the extent related to the operation of the Retained Businesses or the Excluded Assets. Upon Spinco’s request, Pluto shall provide a description of any Spinco Business Data resulting from the provision of a Service. If requested by Spinco within a reasonable time following termination or expiration of this Agreement, Pluto shall use commercially reasonable efforts to deliver to Spinco, in the format then maintained by Pluto, any such Spinco Business Data in its possession and stored electronically on its Information Systems (and not previously transferred to Spinco); provided that Pluto may retain one (1) copy of such Spinco Business Data for legal and compliance purposes.

(c) To the extent that any right, title or interest in, to or under any Intellectual Property (including data) vests in either Party or its Group, by operation of law or otherwise, in contravention of Section 4.1(a) or Section 4.1(b), such Party (the “Assigning Party”) hereby assigns, and shall cause the applicable members of its Group to assign, perpetually and irrevocably, to the other Party or its designee (the “Assignee Party”) all such right, title and interest throughout the world in, to and under such Intellectual Property, free and clear of all Liens and other encumbrances, without the need for any further action by any Party or the applicable members of its Group and hereby waives, and shall cause the applicable members of its Group to waive, any ownership in the foregoing in favor of the Assignee Party if such assignment does not take effect immediately for any reason. The Assigning Party shall, and shall cause the applicable members of its Group to, execute any and all assignments and other documents necessary to perfect, register or record the Assignee Party’s right, title, and interest in, to and under such Intellectual Property. The Assigning Party further agrees to, and shall cause the applicable members of its Group to, execute all further documents and assignments and take all further actions as may be necessary to perfect the Assignee Party’s title to such Intellectual Property or to register such Assignee Party as the exclusive owner of any applicable registrable rights.

(d) Except as set forth in Section 4.1(a) and Section 4.1(b), the members of the Pluto Group, on the one hand, and the members of the Spinco Group, on the other hand, retain all right, title and interest in, to and under their respective Intellectual Property, and except as set forth in Section 4.2(a) and Section 4.2(b), no license or other right, express or implied, is granted to either Party or its Group with respect to the other Party’s or its Group’s Intellectual Property under this Agreement.

(e) The Parties agree that neither Party or its Group will remove any trademark or copyright notices, proprietary markings, trademarks or other indicia of ownership of the other Party or its Group from any materials of the other Party or its Group, except as required by the Separation Agreement or the other Ancillary Agreements.

Section 4.2 License Grants.

(a) Subject to Section 2.6 and the other terms and conditions of this Agreement, Pluto, on behalf of itself and the other members of the Pluto Group, hereby grants to Spinco and the other members of the Spinco Group a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 9.4), royalty-free and fully paid-up, limited license to use Intellectual Property to the extent licensable by the Pluto Group and used by the Pluto Group in connection with providing the Services, solely for the purpose of, and solely to the extent and for the duration required for, the Spinco Group to receive the Services during the Term.

(b) Subject to Section 2.6 and the other terms and conditions of this Agreement, Spinco, on behalf of itself and the other members of the Spinco Group, hereby grants to Pluto and the other members of the Pluto Group a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 9.4), royalty-free and fully paid-up, limited license to use Intellectual Property to the extent licensable by the Spinco Group solely for the purpose of, and solely to the extent and for the duration required for, the Pluto Group and its Subcontractors to provide the Services during the Term.

(c) The licenses granted in this Section 4.2 shall expire upon the earlier of the expiration of the Term or the end of the Service Period for the applicable Service subject to such license (or, if earlier, the date on which the Service subject to such license is terminated in accordance with this Agreement).

ARTICLE V

INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.1 Indemnification.

(a) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Pluto agrees to indemnify and hold harmless Spinco and the applicable members of the Spinco Group (collectively, the "Spinco Indemnified Parties") from and against any and all Losses that any such Spinco Indemnified Party suffers or incurs to the extent resulting from (i) the gross negligence, fraud or willful misconduct of Pluto or any member of the Pluto Group in connection with this Agreement (including the provision of the Services) or (ii) a material breach by Pluto or any member of the Pluto Group of any covenant or agreement contained in this Agreement.

(b) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Spinco agrees to indemnify and hold harmless Pluto and the applicable members of the Pluto Group (collectively, the "Pluto Indemnified Parties") from and against any and all Losses that any such Pluto Indemnified Party suffers or incurs to the extent resulting from (i) the provision (or use by the Spinco Group) of the Services, except to the extent that such Losses result from (x) the gross negligence, fraud or willful misconduct of Pluto or any member of the Pluto Group in connection with this Agreement (including the provision of the Services) or (y) a material breach by Pluto or any member of the Pluto Group of any covenant or agreement contained in this Agreement, or (ii) a material breach by Spinco or any member of the Spinco Group of any covenant or agreement contained in this Agreement.

Section 5.2 Indemnification Procedures. Subject to the provisions of this Article V, Sections 4.04, 4.05, 4.06, 4.07, 4.08 and 4.10 of the Separation Agreement shall govern, *mutatis mutandis*, claims for indemnification under this Article V.

Section 5.3 Sole Remedy/Waiver. From and after the Effective Date, recovery pursuant to this Article V shall constitute the Parties' sole and exclusive remedy for any and all Losses relating to or arising from this Agreement and the transactions contemplated hereby, and each Party hereby waives and releases, to the fullest extent permitted by applicable Law, any and all other rights, remedies, claims and causes of action (including rights of contributions, if any), whether in contract, tort or otherwise, known or unknown, foreseen or unforeseen, which exist or may arise in the future, arising under or based upon any federal, state, local or foreign Law that any Party may have against the other Party in respect of any breach of this Agreement; provided, however, that the foregoing shall not deny (a) any Party equitable remedies (including injunctive relief or specific performance) when any such remedy is otherwise available under this Agreement or applicable Law or (b) any Party or its Affiliates any remedies under the Business Combination Agreement, the Separation Agreement or any other Ancillary Agreement, and the foregoing shall not interfere with or impede the resolution of disputes pursuant to Article VIII.

Section 5.4 Mitigation; Limitation on Liability.

(a) Mitigation. The common law principles of the State of Delaware with respect to the mitigation of damages shall apply to this Agreement.

(b) Limitation of Liability for Service Noncompliance. Notwithstanding anything to the contrary herein or in the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Pluto's maximum liability to, and (except with respect to claims seeking specific performance or other equitable relief) the sole remedy of, Spinco for Service Noncompliance shall be the sum of (i) a refund of the aggregate amount of Service Fees actually paid to Pluto under this Agreement for the applicable Service and (ii) (A) if Spinco performs the applicable Service itself, Spinco's incremental cost of performing such Service itself or (B) if Spinco obtains the applicable Service from a third party, Spinco's incremental cost of obtaining such Service from such third party; provided that, in each case, Spinco shall exercise its commercially reasonable efforts under the circumstances to minimize the cost of any such alternatives to the applicable Service by selecting the most reasonably available cost-effective alternatives which provide the functional equivalent of the Service being replaced. Spinco agrees that the receipt by any member of the Spinco Group of the Services shall be an unqualified acceptance of, and a waiver by, Spinco and the members of the Spinco Group of its and their rights to assert any claim with respect to Service Noncompliance unless Spinco gives written notice of such Service Noncompliance to Pluto within the later of (i) forty-five (45) days after the date on which Spinco became aware of the facts, events, occurrences or circumstances underlying such claim or (ii) seventy-five (75) days after receipt of the applicable Service by Spinco or the applicable member of the Spinco Group; provided that in no event shall Spinco be entitled to give notice of Service Noncompliance more than twelve (12) months after receipt of the applicable Service by any member of the Spinco Group.

(c) General Limitation of Liability. Notwithstanding anything to the contrary contained herein, except for gross negligence, fraud or willful misconduct, in no event shall the Pluto Group's liability for any claim under Section 5.1 or otherwise in connection with this Agreement or the Services exceed the aggregate Service Fees (and Cost-Plus Charges and, if applicable, Extension Charges thereon), paid in respect of the twenty-four (24) calendar month period prior to the date on which the event giving rise to the claim occurred (or, (i) if such event occurred prior to the second anniversary of the Effective Date and after the first anniversary of the Effective Date, the Service Fees (and Cost-Plus Charges thereon) paid in respect of the twelve (12) calendar month period prior to the date on which such event occurred multiplied by two (2) and (ii) if such event occurred prior to the first anniversary of the Effective Date, the Services Fees (and Cost-Plus Charges thereon) paid in respect of the month prior to the date on which such event occurred multiplied by twelve (12)).

(d) Special Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SEPARATION AGREEMENT, THE BUSINESS COMBINATION AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS GROUP MEMBERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, BY AN INDEMNIFIED PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR SIMILAR ITEMS, OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES TO A PERSON WHO IS NOT A MEMBER OF EITHER GROUP IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS SECTION 5.4(D).

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND THAT PLUTO AND THE MEMBERS OF THE PLUTO GROUP MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY FIRMWARE, SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VI

CONFIDENTIALITY

Section 6.1 Confidentiality. The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation Agreement.

ARTICLE VII

TERM; TERMINATION

Section 7.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and end on the earlier to occur of (a) the last date on which Pluto is obligated to provide any Service to the Spinco Group pursuant to this Agreement, (b) the termination of this Agreement pursuant to Section 7.2 and (c) the mutual written agreement of the Parties to terminate this Agreement (and all Services hereunder) in its entirety.

Section 7.2 Termination. Either Party (the "Non-Breaching Party") may (subject to Section 2.2) terminate this Agreement at any time upon prior written notice to the other Party (the "Breaching Party") if the Breaching Party has materially breached or materially failed (other than pursuant to Section 9.14) to perform any of its covenants or agreements under this Agreement, and such breach or failure shall have continued without cure for a period of forty-five (45) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate this Agreement; provided that non-payment by the Spinco Group for a Service provided by the Pluto Group in accordance with this Agreement shall be deemed a material breach of and material failure to perform Spinco's covenants and agreements for purposes of this Agreement if such non-payment is not cured within thirty (30) days following receipt of notice thereof.

Section 7.3 Effect of Termination. Upon the expiration or termination of this Agreement pursuant to this Article VII, this Agreement shall cease to have further force and effect, and neither Party shall have any liability or obligation to the other Party with respect to this Agreement; provided that:

(a) termination or expiration of this Agreement for any reason shall not release a Party from any liability or obligation that already has accrued as of the effective date of such termination or expiration, as applicable, or which may arise out of or in connection with such termination or expiration (including any Out-of-Pocket Costs); and

(b) Article I (*Definitions*), Section 2.7 (*Transition Representatives*), Section 2.9 (*Independent Contractor*), Section 4.1 (*Ownership of Intellectual Property*), Article V (*Indemnification and Limitation of Liability*), Article VI (*Confidentiality*), this Section 7.3 (*Effect of Termination*), Article VIII (*Dispute Resolution*) and Article IX (*Miscellaneous*) shall survive any termination or expiration of this Agreement and shall remain in full force and effect.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Dispute Resolution. The Parties shall attempt to resolve any dispute arising out of or in connection with this Agreement or the transactions contemplated hereby as follows:

(a) The Parties shall cooperate in good faith to resolve all disputes on a local level, through their respective Service Functional Leads and Transition Representatives, and shall use commercially reasonable efforts to initiate such efforts within five (5) Business Days after receipt of notice of any such dispute. If such Service Functional Leads and Transition Representatives are unable to resolve the dispute within fifteen (15) Business Days, either Party may refer the dispute for resolution to the Senior Managers upon notice to the other Party.

(b) Within five (5) Business Days of a notice under Section 8.1(a) referring a dispute for resolution by the Senior Managers, each Party's Transition Representative (or other employees) shall prepare and provide to its Senior Manager summaries of the relevant information and background of the dispute, along with any appropriate supporting documentation. The Senior Managers will confer as often as they deem reasonably necessary in order to gather and exchange information, discuss the dispute and negotiate in good faith in an effort to resolve the dispute without the need for any formal proceedings.

(c) If the Parties are not able to resolve any dispute through the escalation process set forth in Section 8.1(a) or Section 8.1(b) within thirty (30) days after the receipt by a Party of a notice under Section 8.1(a) referring such dispute to the Senior Managers, then either Party shall have the right to refer such dispute to mediation by providing written notice to the other Party in accordance with procedures set forth in Section 7.02(b) of the Separation Agreement, and, following compliance with such procedures, may submit such dispute to any court of competent jurisdiction in accordance with Section 7.03 and Section 7.04 of the Separation Agreement, which Sections 7.02(b), 7.03 and 7.04 shall apply *mutatis mutandis* to this Article VIII.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Pluto, to:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
Facsimile: (212) 403-2000
Email: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

If to Spinco, to:

Viatis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viatis.com

with copies (which shall not constitute notice) to:

Viatis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatis.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

Section 9.2 Amendments and Waivers. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification; provided that any Exhibit or Schedule to this Agreement may be amended, supplemented or modified from time to time (for clarity, without the need for a formal written amendment signed by the Parties) to reflect changes agreed by the Parties' respective Transition Representatives in accordance with the terms of this Agreement and the Transition Plan (including to reflect changes in the provision of the Services pursuant to Section 2.3, the addition of Omitted Services pursuant to Section 2.4 or changes to the Service Fees pursuant to Section 2.3, Section 2.4, Section 2.6 or Section 3.1(e)).

Section 9.3 Governing Law Jurisdiction; WAIVER OF JURY TRIAL.

(a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

(b) Subject to the provisions of Article VIII, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court and (v) consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.3(C).

Section 9.4 Assignment; Parties in Interest.

(a) Except as provided in Section 9.4(b) and Section 9.4(c), neither Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Party. Any attempted assignment or delegation in breach of this Section 9.4 shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Agreement, except for the indemnification rights under this Agreement of any Pluto Indemnified Party or Spinco Indemnified Party in their respective capacities as such (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

(b) Either Party may assign its rights and obligations under this Agreement to one or more members of its Group without the other Party's consent; provided that such member remains at all times during the Term a member of such Party's Group; provided, further, that no such assignment shall release such Party from its obligations under this Agreement.

(c) Pluto shall have the right to assign this Agreement or any rights or obligations under this Agreement (i) to any Subcontractor; provided that no such assignment shall release Pluto from its obligations under this Agreement, and (ii) to any third party in connection with the sale, transfer or other disposal by Pluto or any of its Affiliates of businesses or operations that provide Services under this Agreement.

Section 9.5 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 9.6 Entire Agreement; Conflicting Agreements.

(a) This Agreement, the other Ancillary Agreements, the Separation Agreement, the Data Processing Agreement between the Parties relating to the processing of personal information in connection with this Agreement (the “DPA”) and the Business Combination Agreement, including any related annexes, Exhibits and Schedules, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

(b) In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto with respect to any applicable Service, this Agreement shall control with respect to such Service unless explicitly provided for otherwise in such Exhibit or Schedule. In the event and to the extent that there shall be a conflict among the provisions of this Agreement, the provisions of the DPA and the provisions of the Separation Agreement, this Agreement shall control with respect to the subject matter hereof, the DPA shall control with respect to the subject matter thereof and the Separation Agreement shall control with respect to all other matters.

Section 9.7 Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 9.8 Specific Performance. Subject to the provisions of Article VIII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss hereunder and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 9.9 No Set-Off. Except as expressly provided in this Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of its Group shall have any right of set-off or other similar rights with respect to any amount required to be paid under this Agreement by such Party or such member of its Group, on the one hand, to the other Party or any member of such other Party’s Group, on the other hand.

Section 9.10 Waivers of Default. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.11 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Exhibit,” and “Schedule” refer to the specified Article, Section, Exhibit or Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (G) the word “or” shall be disjunctive but not exclusive; and (H) the word “from” (when used in reference to a period of time) means “from and including” and the word “through” (when used in reference to a period of time) means “through and including”;

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(e) The terms “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All monetary figures shall be in United States dollars unless otherwise specified.

Section 9.12 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party or member of such Party’s Group or any of its or their Subcontractors, shall be deemed to have been performed, satisfied or fulfilled by such Party.

Section 9.13 Affiliate or Group Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party’s Affiliates or members of such Party’s Group, such obligation shall apply to such entities only during such period of time that such entities are Affiliates of such Party or members of such Party’s Group, as applicable. To the extent that this Agreement requires an Affiliate of a Party or a member of a Party’s Group to take or omit to take any action, such obligation includes the obligation of such Party to cause such Affiliate or member of its Group to take or omit to take such action.

Section 9.14 Force Majeure. Except for payment of amounts due, neither Party shall be liable for any failure to perform or any delay in performing, and neither Party shall be deemed to be in breach or default of any of its covenants, agreements or obligations set forth in this Agreement, if, to the extent and for so long as such failure, delay, breach or default is due to any force majeure, including but not limited to natural disasters, pandemics or other weather-related or natural conditions, the commencement, occurrence, continuation or intensification of any war (whether or not declared), sabotage, armed hostilities, civil unrest, military attacks or acts of terrorism (including cyberattack or otherwise) or declaration of national emergency, civil disturbance, strike, lockout, slowdown, riot, energy shortage, embargo, acts of any Governmental Authority, systems failure, malfunction or disruption, internet, electrical, power or other utilities failure, malfunction or disruption, or any other event, cause or occurrence beyond its reasonable control (a “Force Majeure”). In the event of any such Force Majeure, the affected Party’s covenants, agreements and obligations under this Agreement that are excused under this Section 9.14 shall be postponed for such time as its performance is suspended or delayed on account thereof; provided that each Party shall use commercially reasonable efforts to minimize the effect of any such event. Such Party will promptly notify the other Party in writing upon learning of the occurrence of any such event. Upon the cessation of such event, the affected Party will use commercially reasonable efforts to resume its performance with the least practicable delay. For clarity, in the event of any such suspension or delay, the period for performance shall be extended for a period equal to the time lost by reason of such suspension or delay.

Section 9.15 Local Country Agreements. Where required by Pluto or Spinco to comply with applicable Law with respect to a country in connection with this Agreement, or as otherwise mutually agreed by the Parties, each Party shall cause the applicable member of its Group to enter into a local country agreement (“LCA”) substantially in the form set forth in Exhibit D, with respect to such jurisdiction and solely to the extent necessary to provide for such compliance. Notwithstanding the foregoing, each of the Parties shall cause the applicable

members of their respective Groups receiving or providing Services in such countries to comply with this Agreement. Each Party shall be fully responsible and liable for all obligations of the members of its Group under an LCA (unless otherwise expressly set forth therein) and shall have the right to enforce this Agreement (including the terms of all LCAs) on behalf of each member of its Group that enters into an LCA, and to assert all rights and exercise and receive the benefits of all remedies of each such member of its Group hereunder, to the same extent as if such Party were such member of its Group. For clarity, the amounts paid pursuant to this Agreement and any LCA shall apply in aggregate across this Agreement and the LCAs. Pluto shall have no right to receive payment more than once for the same Service Fee or other cost or expense.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Worldwide
Business Development

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

[Signature Page to Transition Services Agreement (Pluto to Spinco)]

TRANSITION SERVICES AGREEMENT

by and between

UPJOHN INC.

and

PFIZER INC.

Dated as of November 16, 2020

TABLE OF CONTENTS

		Page
Article I		
DEFINITIONS		
Section 1.1	Certain Definitions	1
Article II		
SERVICES; STANDARD OF PERFORMANCE		
Section 2.1	Services	4
Section 2.2	Standard of Performance	5
Section 2.3	Service Changes	6
Section 2.4	Omitted Services	8
Section 2.5	Service Extensions	8
Section 2.6	Third Party Terms and Conditions; Consents	8
Section 2.7	Transition Representatives	9
Section 2.8	Transitional Nature of Services; Transition Plan and Assistance	9
Section 2.9	Independent Contractor	10
Section 2.10	Access and Cooperation; Reliance	10
Section 2.11	Compliance	11
Section 2.12	Condition to Performance	12
Section 2.13	Internal Audits and Testing of Spinco Managed Controls and Processes	12
Article III		
COMPENSATION		
Section 3.1	Compensation	13
Section 3.2	Taxes	14
Section 3.3	Payment Terms	16
Section 3.4	Interest	16
Article IV		
INTELLECTUAL PROPERTY		
Section 4.1	Ownership of Intellectual Property	17
Section 4.2	License Grants	18

Article V
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.1	Indemnification	19
Section 5.2	Indemnification Procedures	19
Section 5.3	Sole Remedy/Waiver	19
Section 5.4	Mitigation; Limitation on Liability	20

Article VI
CONFIDENTIALITY

Section 6.1	Confidentiality	21
-------------	-----------------	----

Article VII
TERM; TERMINATION

Section 7.1	Term	21
Section 7.2	Termination	22
Section 7.3	Effect of Termination	22

Article VIII
DISPUTE RESOLUTION

Section 8.1	Dispute Resolution	22
-------------	--------------------	----

Article IX
MISCELLANEOUS

Section 9.1	Notices	23
Section 9.2	Amendments and Waivers	24
Section 9.3	Governing Law Jurisdiction; WAIVER OF JURY TRIAL	25
Section 9.4	Assignment; Parties in Interest	25
Section 9.5	Captions; Counterparts	26
Section 9.6	Entire Agreement; Conflicting Agreements	26
Section 9.7	Severability	27
Section 9.8	Specific Performance	27
Section 9.9	No Set-Off	27
Section 9.10	Waivers of Default	27
Section 9.11	Interpretation	27
Section 9.12	Fulfillment of Obligations	28
Section 9.13	Affiliate or Group Status	28
Section 9.14	Force Majeure	28
Section 9.15	Local Country Agreements	29

EXHIBITS

Exhibit A — Services

Exhibit B — Excluded Services

Exhibit C — Terms of Access for Information Systems and Software

Exhibit D — Form of Local Country Agreement

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of November 16, 2020 (the “Effective Date”), is by and between Upjohn Inc., a Delaware corporation (“Spinco”), and Pfizer Inc., a Delaware corporation (“Pluto”) (each, a “Party” and together, the “Parties”).

RECITALS

WHEREAS, Pluto and Spinco have entered into a Separation and Distribution Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “Separation Agreement”), pursuant to which Pluto and Spinco have agreed to separate the Spinco Business from the Pluto Business so that, as of the Distribution Date, the Spinco Business is held by members of the Spinco Group and the Pluto Business is held by members of the Pluto Group (the “Separation”);

WHEREAS, after the Separation, Spinco shall become a standalone publicly traded company, pursuant to the terms of the Separation Agreement and a Business Combination Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “Business Combination Agreement”), by and among Pluto, Spinco, Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands, and certain of their Affiliates; and

WHEREAS, Pluto and Spinco have agreed to enter into this Agreement, pursuant to which Spinco shall provide, or shall cause the applicable members of the Spinco Group or, to the extent permitted hereunder, third parties to provide, to Pluto and the applicable members of the Pluto Group certain services on an interim basis after the Effective Date, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, including as specified in this Section 1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Separation Agreement.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Assignee Party” has the meaning set forth in Section 4.1(c).

“Assigning Party” has the meaning set forth in Section 4.1(c).

“Baseline Period” means the period from January 1, 2019 to the Effective Date.

“Breaching Party” has the meaning set forth in Section 7.2.

“Business Combination Agreement” has the meaning set forth in the recitals to this Agreement.

“Compliance Concern” has the meaning set forth in Section 2.11(a).

“Consent” has the meaning set forth in Section 2.6.

“Cost-Plus Charge” has the meaning set forth in Section 3.1(c).

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Excluded Services” has the meaning set forth in Section 2.1(a).

“Extension Charge” has the meaning set forth in Section 3.1(d).

“Force Majeure” has the meaning set forth in Section 9.14.

“Information Systems” means (a) computer systems, servers, workstations, routers, hubs, switches, data communications networks (other than the Internet) and other information technology equipment used to create, store, transmit, exchange or receive information, voice or data and (b) documentation, user manuals, and training manuals documenting the functionality or use of any of the foregoing.

“Initial Service Period” means, with respect to any Service, an initial term of twenty-four (24) months or any shorter or longer period of time otherwise specified in Exhibit A under the heading “Service Period” applicable to such Service.

“Intellectual Property” means all intellectual property rights throughout the world, including: (i) patents and patent applications and all related provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions and substitutions of any of the foregoing, (ii) trademarks, service marks, names, corporate names, trade names, domain names, social media names, tags or handles, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, whether or not registered or applied for registration, including common law trademark rights, (iii) copyrights and copyrightable subject matter, whether or not registered or applied for registration, (iv) technical, scientific, regulatory and other information, designs, ideas, inventions (whether patentable or unpatentable and whether or not reduced to practice), research and development, discoveries, results, creations, improvements, know-how, techniques and data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing and preclinical and clinical data), technology, algorithms, procedures, plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, compositions, specifications, and marketing, pricing, distribution, cost and sales information, tools, materials, apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, (v) Software and (vi) applications, registrations and common law rights for the foregoing.

“LCA” has the meaning set forth in Section 9.15.

“Non-Breaching Party” has the meaning set forth in Section 7.2.

“Omitted Service” has the meaning set forth in Section 2.4.

“Out-of-Pocket Costs” has the meaning set forth in Section 3.1(b).

“Party” or “Parties” has the meaning set forth in the preamble to this Agreement.

“Pluto” has the meaning set forth in the preamble to this Agreement.

“Pluto Business Data” has the meaning set forth in Section 4.1(b).

“Pluto Indemnified Parties” has the meaning set forth in Section 5.1(a).

“Recipient” has the meaning set forth in Section 3.2(a).

“Response Notice” has the meaning set forth in Section 2.3(b).

“Security Requirements” has the meaning set forth in Section 2.10(d).

“Senior Manager” means Doug Amann, in the case of Pluto, and Amy Humble, in the case of Spinco, or any individual designated in writing by Pluto or Spinco, respectively, to succeed or replace such designee during the Term hereof.

“Separation” has the meaning set forth in the recitals to this Agreement.

“Separation Agreement” has the meaning set forth in the recitals to this Agreement.

“Service Extension” has the meaning set forth in Section 2.5.

“Service Extension Period” has the meaning set forth in Section 2.5.

“Service Fees” has the meaning set forth in Section 3.1(a).

“Service Functional Lead” has the meaning set forth in Section 2.7.

“Service Noncompliance” has the meaning set forth in Section 2.2(a).

“Service Period” means the Initial Service Period, together with any Service Extension Periods.

“Service Taxes” has the meaning set forth in Section 3.2(b).

“Services” has the meaning set forth in Section 2.1(a).

“Spinco” has the meaning set forth in the preamble to this Agreement.

“Spinco Indemnified Parties” has the meaning set forth in Section 5.1(b).

“Spinco Managed Control or Process” has the meaning set forth in Section 2.13.

“Subcontractor” has the meaning set forth in Section 2.2(b).

“Supplier” has the meaning set forth in Section 3.2(a).

“Term” has the meaning set forth in Section 7.1.

“Termination Notice” has the meaning set forth in Section 2.3(b).

“Transition Plan” has the meaning set forth in Section 2.8.

“Transition Representative” has the meaning set forth in Section 2.7.

“VAT” means (A) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (B) any other Tax of a similar nature, however denominated, to the Taxes referred to in clause (A) above, whether imposed in a member state of the European Union in substitution for, or levied in addition to, the Taxes referred to in clause (A) above, or imposed elsewhere (including goods and services Taxes, but excluding transfer Tax, stamp duty and other similar Taxes).

“Withdrawal Notice” has the meaning set forth in Section 2.3(b).

ARTICLE II

SERVICES; STANDARD OF PERFORMANCE

Section 2.1 Services.

(a) Subject to the terms and conditions of this Agreement, beginning on the Effective Date and continuing for the duration of the applicable Service Period, Spinco shall provide, or cause to be provided, to Pluto and the applicable members of the Pluto Group the services identified in Exhibit A, as such Exhibit A may be supplemented or modified from time to time in accordance with the provisions of this Agreement (the “Services”). Notwithstanding anything to the contrary herein, the Services shall exclude any services not expressly set forth in Exhibit A (it being understood that any Omitted Services added to Exhibit A pursuant to Section 2.4 shall not be so excluded), including the services identified in Exhibit B (the “Excluded Services”).

(b) The Services shall only be used by Pluto and the applicable members of the Pluto Group, and only to the extent in connection with the operation of the Pluto Business, and shall not be used by Pluto or any member of the Pluto Group for any other purpose or (except as expressly permitted in accordance with Section 2.3(d)) in any other manner (including as to scope, volume and location) than the purpose or manner in which such Services were used by Pluto and its Affiliates in connection with the operation of the Pluto Business during the Baseline Period (together with organic growth of the Pluto Business during the Term). No member of the Pluto Group shall resell, license or otherwise permit the use by any other Person of any of the Services.

(c) Spinco shall have no obligation to provide, or cause to be provided, the Services to any Person other than Pluto and the applicable members of the Pluto Group. Subject to Section 2.3(d), Spinco shall have no obligation to provide, or cause to be provided, the Services other than for the benefit of the Pluto Business, and shall not be required to provide such Services within a greater scope or in a greater volume than, or at a different location than, such Services were provided by Pluto and its Affiliates to the Pluto Business during the Baseline Period (together with organic growth of the Pluto Business during the Term). Spinco shall have no obligation to provide, or cause to be provided, the Services to the extent that any changes are made to the Pluto Business that increase in any material respect Spinco's burden or cost with respect to the provision of such Services or that make commercially impracticable the provision of such Services, including as a result of (i) mergers, acquisitions, divestitures, consolidations, reorganizations or similar transactions or (ii) employee additions, reductions or other changes not in the ordinary course of business of the Pluto Business consistent with past practice. For clarity, the preceding sentence shall not restrict the ability of Pluto or any member of the Pluto Group to engage in any of the actions listed in the preceding sentence while receiving the Services.

Section 2.2 Standard of Performance.

(a) Spinco shall provide the Services with reasonable skill and care consistent in all material respects with the level of skill and care provided to the Pluto Business during the Baseline Period. For the purposes of this Agreement, the term "Service Noncompliance" shall mean Spinco's failure to provide the Services in the manner set forth in this Section 2.2(a) after receipt of written notice from Pluto specifying the details of such noncompliance and Spinco's failure to cure (if capable of being cured) such noncompliance as soon as reasonably practicable but not later than thirty (30) days after Spinco's receipt of such notice; provided that, notwithstanding the foregoing, a Service Noncompliance shall be deemed not to occur to the extent Spinco is not able to provide the Services or cure such noncompliance as a result of (i) a Force Majeure, (ii) Pluto's breach of this Agreement, or (iii) a Compliance Concern. Spinco shall be deemed not to be in breach of this Agreement with respect to the provision of the Services unless and until such breach constitutes Service Noncompliance.

(b) Spinco shall have the right to perform its obligations under this Agreement through one or more members of the Spinco Group, and each of the foregoing may hire third party service providers, subcontractors and consultants (each, a "Subcontractor") to perform any of Spinco's obligations hereunder, including to provide all or part of any Service; provided that (i) Spinco shall in all cases retain responsibility for the provision of the Services to Pluto in accordance with this Agreement and be liable for any breach by any such member of the Spinco Group or Subcontractor of the terms of this Agreement to the same extent as if such breach was committed by Spinco and (ii) Spinco's exercise of its rights pursuant to this Section 2.2(b) shall not adversely affect the applicable Services in any material respect or increase Pluto's costs or expenses hereunder for the applicable Services. Except as expressly provided in this Agreement, neither Spinco nor any member of the Spinco Group, nor any other Person on their behalf, makes any representations or warranties, express or implied, with respect to any Services provided by a Subcontractor.

(c) As between the Parties, except as otherwise agreed by the Parties in writing, Spinco shall have sole discretion and authority with respect to designating, employing, assigning, compensating and discharging personnel and Subcontractors in connection with the performance of the Services, and notwithstanding anything to the contrary herein, in no event shall Spinco or any member of the Spinco Group be obligated under this Agreement to retain or employ any specific personnel or Subcontractors, acquire any equipment or technology, expand or modify any facilities or incur any capital expenditures, in each case unless Spinco agrees, in its sole discretion, to do so and Pluto agrees to bear all related costs and expenses.

Section 2.3 Service Changes.

(a) Any Service may be terminated, in whole or in part, upon the mutual written consent of the Parties, and in such case, (i) the applicable Service shall terminate on the date mutually agreed upon in writing by Pluto and Spinco, (ii) Exhibit A shall be deemed amended to delete such Service as of such date and (iii) this Agreement shall be of no further force and effect with respect to such Service, except as to liabilities or obligations accrued prior to the date of termination of such Service.

(b) Any Service may be terminated, in whole or in part, by Pluto upon written notice (a "Termination Notice") to Spinco at least ninety (90) days prior to such termination, and in such case, unless a Withdrawal Notice is timely delivered to Spinco as set forth below, (i) the applicable Service shall terminate on the termination date specified in the Termination Notice (or such other date mutually agreed upon in writing by Pluto and Spinco), (ii) Exhibit A shall be deemed amended to delete such Service as of such date and (iii) this Agreement shall be of no further force and effect with respect to such Service, except as to liabilities or obligations accrued prior to the date of termination of such Service; provided, however, that except as otherwise agreed by the Parties, no such notice may be given until sixty (60) days following the Effective Date. Within thirty (30) days following receipt of a Termination Notice, Spinco shall provide Pluto with written notice (a "Response Notice") regarding (x) whether the termination (or partial termination) of the applicable Service, in Spinco's reasonable judgment, will require the termination or partial termination of, or otherwise affect the performance of, any other Services and (y) any Out-of-Pocket Costs that will arise from the termination (or partial termination) of the applicable Service and any other such Services, including an estimate of the amount thereof. With respect to any Response Notice, Pluto may withdraw its Termination Notice by delivering a written notice (a "Withdrawal Notice") to Spinco within ten (10) days following the receipt of such Response Notice from Spinco. If Pluto timely delivers a Withdrawal Notice, the Termination Notice shall be deemed withdrawn and the applicable Service shall not be affected. If Pluto does not timely deliver a Withdrawal Notice, the Termination Notice will be final, binding and irrevocable and Spinco may terminate or affect the performance of any and all Services set forth in the Response Notice in accordance with its terms, and Exhibit A shall be deemed amended accordingly. For clarity, partial termination of a Service by Pluto shall not require the prior written consent of Spinco, but shall be subject to the requirements set forth in Section 2.3(c).

(c) Upon termination of one or more Services in whole or in part pursuant to Section 2.3(a) or Section 2.3(b), Spinco's obligation to provide, and Pluto's obligation to pay for, such terminated Service(s) (or portion thereof that is terminated) beyond the specified termination date will terminate; provided that (i) Pluto shall pay Spinco (or the applicable member of the Spinco Group) for all accrued and unpaid Service Fees (and the Cost-Plus Charge and, if applicable, Extension Charge thereon) for such terminated Service(s) (or portions thereof that are terminated), (ii) Pluto shall reimburse Spinco (or the applicable member of the Spinco Group) for all Out-of-Pocket Costs incurred by or on behalf of the Spinco Group in connection with such termination, in each case in accordance with Article III, and (iii) once every six (6) months during the Term, the Service Fees set forth in Exhibit A shall be updated on a line-by-line basis to reflect any material reduction in the cost to Spinco of providing the Services resulting from the termination (or partial termination) of any Service(s), as determined in good faith by Spinco and communicated in writing to Pluto, which changes, upon the approval of Pluto's Transition Representative in accordance with Section 9.2, shall be retroactively effective as of such specified termination date and reflected in the first invoice issued by Spinco after such approval as an appropriate reduction in the amount otherwise due.

(d) If Pluto desires to (i) increase the scope or volume of any Service in any material respect beyond the scope or volume of such Service as provided by the Spinco Business (or by Spinco Employees in the relevant function) to the Pluto Business during the Baseline Period (together with organic growth of the Pluto Business during the Term) or (ii) change the location at which any Service is provided from the location at which such Service was provided by the Spinco Business (or such Spinco Employees) to the Pluto Business during the Baseline Period, Pluto shall provide a written request to Spinco for such increase in scope or volume or change in location of Service, and Pluto and Spinco shall discuss in good faith such request, including any incremental costs and expenses associated therewith. Spinco shall use commercially reasonable efforts to accommodate such request to the extent the applicable increase in scope or volume or change in location of Service (A) arises from organic growth of the Pluto Business, (B) is not requested as a result of, or otherwise in connection with, any mergers, acquisitions, divestitures, consolidations, reorganizations, or similar transactions, and (C) would not require Spinco or any member of the Spinco Group to allocate resources and capabilities to effect such increase in scope or volume or change in location of Service materially in excess of its then-current ordinary course resources and capabilities. The Parties shall amend Exhibit A to reflect such increase in scope or volume or change in location of Service, to the extent applicable. All costs and expenses incurred in providing such increase in scope or volume or change in location of Service pursuant to this Section 2.3(d) shall be borne by Pluto.

(e) It is understood and agreed that Spinco may from time to time change the manner or nature of any Service provided to Pluto if (i) Spinco is making similar changes in the performance of services similar to such Service for its Group, (ii) such changes are required by applicable Law, (iii) such changes are requested by Pluto or otherwise reasonably necessary to provide any such Service to Pluto in accordance with this Agreement, or (iv) such changes would not reasonably be expected to adversely affect in any material respect the provision of such Service. Any incremental costs and expenses incurred by or on behalf of the Spinco Group in making any such change to the Services referred to in clause (i) or (iv) of this Section 2.3(e) shall be borne solely by Spinco and no Service Fees shall be increased as a result of such incremental costs and expenses. Any incremental costs and expenses incurred by or on behalf of the Spinco Group in making any such change to the Services referred to in clause (ii) or (iii) of this Section 2.3(e) shall be borne by Pluto (and such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder).

Section 2.4 Omitted Services(a) . If, within one hundred eighty (180) days following the Effective Date, Pluto identifies a service (an “Omitted Service”) that (a) was provided by the Spinco Business (or by Spinco Employees in the relevant function) to the Pluto Business during the Baseline Period, (b) is reasonably necessary for the Pluto Business to operate in substantially the same manner as the Pluto Business operated during the Baseline Period, (c) is not included on Exhibit A or Exhibit B and (d) would not require Spinco or the applicable member of the Spinco Group to allocate resources or capabilities materially in excess of its then-current ordinary course resources and capabilities, the Parties shall amend Exhibit A to add such Omitted Service, and in such case, such Omitted Service will be deemed a Service hereunder; provided that Spinco shall have no obligation to provide such Omitted Service unless and until the Parties mutually agree on all terms and conditions for the provision of such Omitted Service, including the Service Period and the Service Fee for such Omitted Service, which terms and conditions shall be negotiated by the Parties in good faith.

Section 2.5 Service Extensions(a) . If Pluto reasonably determines that it will require a Service to continue beyond the Initial Service Period for such Service, Pluto may extend such Service (a “Service Extension”) for up to two (2) six (6)-month periods (each, a “Service Extension Period”) by written notice to Spinco no less than sixty (60) days prior to the end of the Initial Service Period or first Service Extension Period, as applicable, and Spinco shall cause such Service to be provided during such Service Extension Period in accordance with the terms hereof; provided that the Extension Charge shall apply in accordance with Section 3.1(d).

Section 2.6 Third Party Terms and Conditions; Consents. Pluto hereby acknowledges and agrees that the Services provided by Spinco through Subcontractors, or using third party assets, including Intellectual Property, are subject to the terms and conditions of any applicable agreements with such third parties and subject to the receipt of any consent, authorization, order or approval of, or any exemption by, any third party (each, a “Consent”) required to be obtained by Spinco (or the applicable members of the Spinco Group or its or their Subcontractors) for the performance of Spinco’s obligations under this Agreement, which Spinco shall use its commercially reasonable efforts to obtain, and Pluto shall, and shall cause the applicable members of the Pluto Group to, reasonably cooperate with and assist Spinco (or the applicable members of the Spinco Group or its or their Subcontractors) in so obtaining; provided that neither Party shall be obligated to incur any out-of-pocket costs or expenses to obtain any such Consent; provided, further, that if any out-of-pocket costs or expenses must be incurred to pay for a Consent, or for the assignment of a license or other rights to any member of the Pluto Group, or for the purchase or licensing of any Intellectual Property or other assets to provide the Services to any member of the Pluto Group, and Pluto wishes that such Consent be obtained or such assignment, purchase or license be effected, such out-of-pocket costs and expenses shall be borne by Pluto (and the Service Fee for such Service will increase by the amount of any such costs and expenses or, in the case of any one-time costs relating to such modifications, such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder). If Spinco is unable to obtain any required Consent, or to effect any required assignments, purchases or licenses, in accordance with the preceding sentence the Parties shall use commercially reasonable efforts to (a) negotiate in

good faith reasonable modifications to the Services or the provision of substitute services (which substitute services shall be deemed “Services” hereunder), such that such Consents, assignments, purchases or licenses are not required and (b) implement such modifications or substitute services (including by amending Exhibit A). Any incremental costs and expenses incurred by or on behalf of the Spinco Group with respect to such mutually agreed modifications or substitute services shall be borne by Pluto (and the Service Fee for the applicable Services will increase by the amount of any such costs and expenses or, in the case of any one-time costs relating to such modifications, such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder). Notwithstanding anything to the contrary herein, subject to Spinco complying with its obligations under this Section 2.6, Spinco will not be in breach of this Agreement or have any liability to the Pluto Group as a result of any non-performance of, or other effect upon, any applicable Services as a result of any failure to obtain any such Consent or to effect any such assignment, purchase or license. If any Consent, assignment, purchase or license is required to be obtained with respect to any third party relationship of Pluto or any member of the Pluto Group for the receipt of Services, Pluto shall be solely responsible for obtaining any such Consent, assignment, purchase or license at its sole cost and expense; provided that Spinco shall, and shall cause the applicable members of the Spinco Group to, reasonably cooperate with and assist Pluto (or the applicable members of the Pluto Group) in so obtaining.

Section 2.7 Transition Representatives. Each Party shall designate an individual to be the primary liaison between the Parties for the provision and receipt of, and the transfer of responsibility for, the Services (each, a “Transition Representative”). Each Party shall also designate individuals to be the primary representatives of such Party with respect to each of the functional areas of the Services (e.g., information technology, finance) (each, a “Service Functional Lead”). The Parties agree that any issues arising under this Agreement in relation to a particular Service will be raised first by and between the Service Functional Leads responsible for the functional area of the relevant Service before being referred to the Transition Representatives. The Transition Representatives and Service Functional Leads, or their respective designees, shall meet regularly in person, telephonically or as they otherwise agree during the Term to discuss any issues arising under this Agreement that have not been resolved by the Service Functional Leads and the need for any modifications or additions hereto. Either Party may replace its Transition Representative or any Service Functional Lead with an individual who has a comparable level of responsibility within its respective organization. Each Party shall provide written notice of its Transition Representative and Service Functional Leads to the other Party promptly following the execution of this Agreement and promptly following any changes to such Party’s Transition Representative or any Service Functional Lead, in each case in accordance with Section 9.1. The Transition Representatives and Service Functional Leads shall perform their duties in accordance with the Transition Plan.

Section 2.8 Transitional Nature of Services; Transition Plan and Assistance. The Parties hereby acknowledge the transitional nature of the Services. Accordingly, as promptly as practicable following the execution of this Agreement, Pluto agrees to use, and to cause the applicable members of the Pluto Group to use, commercially reasonable efforts to transition each Service to its own internal organization or obtain alternate third parties to provide the Services. In connection therewith, Pluto shall develop a detailed written transition plan (as may be updated from time to time, the “Transition Plan”) which sets forth how Pluto will transition from each Service in a timely and efficient manner, in accordance with this Agreement and no later than the

end of the Service Period for such Service, such that all Services have been so transitioned prior to the expiration of the Term. The Transition Plan shall include a description of Pluto's expected end state following completion of transition activities and any reasonable assistance that Pluto expects to request from Spinco in order to achieve such expected end state (which requested assistance shall be subject to Spinco's approval, not to be unreasonably withheld, conditioned or delayed). Pluto shall provide a draft Transition Plan to Spinco as soon as reasonably practicable following the Effective Date, but in any event no later than one hundred twenty (120) days following the Effective Date, and shall incorporate any revisions reasonably proposed by Spinco, which comments shall be provided within ninety (90) days of receipt of such draft Transition Plan. Pluto shall inform Spinco of any developments or changes (including as a result of the termination of any Services hereunder) that would reasonably be expected to impair Pluto's ability to adhere to the Transition Plan, and shall update the Transition Plan upon Spinco's reasonable request. Spinco shall, upon Pluto's reasonable request, provide Pluto with assistance reasonably necessary to transition the Services to Pluto in accordance with the Transition Plan; provided that all out-of-pocket costs and expenses incurred in connection therewith shall be borne by Pluto (and such costs and expenses shall be deemed to be Out-of-Pocket Costs hereunder); provided, further, that Pluto shall be ultimately responsible for transitioning the Services. The specific transition assistance and timing thereof shall be as mutually agreed in good faith by the Parties. Such transition assistance may include providing information regarding specific Services and the systems, Software and data formats and data organization being used for such Services, coordination and other reasonable assistance with test runs of replacement systems and processes (but not development of such systems and processes), and other reasonable access to relevant information; provided that Spinco shall not be obligated to provide transition assistance that Spinco cannot provide without a material increase in its then-current ordinary course resources and capabilities, or without adversely affecting in any material respect its and the other members of the Spinco Group's other obligations and commitments. Notwithstanding anything to the contrary herein, the foregoing assistance of Spinco is deemed to be a Service for purposes of this Agreement, and in no event shall Spinco or any member of the Spinco Group be required to provide any such assistance following the expiration of the Term.

Section 2.9 Independent Contractor. In providing the Services hereunder, Spinco, the applicable members of the Spinco Group and its and their Subcontractors shall act solely as independent contractors. Nothing herein shall constitute or be construed to be or create in any way or for any purpose a fiduciary, partnership, joint venture, joint-employer or principal-agent relationship between the Parties.

Section 2.10 Access and Cooperation; Reliance.

(a) Each Party agrees that it shall, and shall cause the applicable members of its Group to, (i) timely provide to the other Party and the applicable members of its Group (and, if applicable, its and their Subcontractors), at no cost to such other Party, reasonable access to personnel, facilities, systems, assets, information and books and records, in the case of Pluto, with respect to the Pluto Business, and in the case of Spinco, with respect to the Services, and (ii) timely provide decisions, approvals and acceptances, in the case of each of clauses (i) and (ii), as reasonably requested by such other Party in order to enable it to exercise its rights and perform its obligations under this Agreement in a timely and efficient manner.

(b) Without limiting Section 2.10(a), each Party shall, and shall cause the applicable members of its Group to, (i) cooperate with the other Party in all matters relating to the provision and receipt of the Services, (ii) use commercially reasonable efforts to minimize the expense, distraction and disturbance to each Party and (iii) perform all obligations hereunder in good faith and in accordance with principles of fair dealing. Such cooperation shall include (A) the execution and delivery of such further instruments or documents as may be reasonably requested by the other Party to enable the full performance of each Party's obligations hereunder and (B) promptly notifying the other Party of any changes to a Party's operating environment or personnel that would reasonably be expected to affect the provision or use of the Services in any material respect, and working with the other Party to minimize the effect of such changes.

(c) In connection with the performance of this Agreement, each Party and the members of its Group (and, if applicable, its and their Subcontractors) shall be entitled to rely upon the genuineness, validity and truthfulness of any document, instrument or other writing presented by or on behalf of the other Party or any member of its Group. No member of either Party's Group or any of its Subcontractors shall be liable for any impairment in the provision or receipt, as applicable, of any Service caused by their not receiving information, materials or access pursuant to this Section 2.10, either timely or at all, or by their receiving inaccurate or incomplete information from or on behalf of the other Party's Group.

(d) Except as otherwise expressly set forth with respect to one or more specific Services in Exhibit A, neither Party shall have any right or be permitted to access any Information Systems or Software owned or controlled by the other Party or any member of its Group. To the extent any such access is granted to any member of a Party's Group in connection with the provision or receipt of one or more specific Services, the accessing Party shall, and shall cause the applicable members of its Group to, comply with (i) the Information System and Software terms of access set forth in Exhibit C and (ii) the bona fide and generally applicable policies and procedures of the other Party made available to such accessing Party in writing (collectively, the "Security Requirements").

(e) Each Party shall notify the other Party promptly after becoming aware of any actual or suspected breach of security of the other Party's Information Systems or any accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, information contained therein or any other sensitive or confidential information (including information relating to an identified or identifiable individual) supplied by or on behalf of the other Party to such Party or any member of its Group in connection with this Agreement and, in the event of any such actual or suspected breach or destruction, loss, alteration, disclosure or access, each Party shall, and shall cause the members of its Group to, reasonably cooperate with the other Party in investigating and mitigating the effect thereof.

Section 2.11 Compliance.

(a) Pluto acknowledges and agrees that Spinco shall not provide any Service to the extent that the provision of such Service by Spinco, any member of the Spinco Group or any of its or their Subcontractors, including any of the foregoing persons' officers, directors, employees, agents or representatives, would conflict with or violate (i) any applicable Laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, or (ii) the bona fide and generally applicable policies or procedures of Spinco or any member of the Spinco Group. In the event that Spinco determines in good faith that the provision of a specific Service in a specific market is likely to violate clause (i) or (ii) above (a "Compliance Concern"), Spinco shall provide prompt notice to Pluto describing in reasonable detail the nature of the Compliance Concern.

(i) Pluto and Spinco shall confer in good faith to determine whether the Compliance Concern can be resolved and whether the suspension of such Service is necessary; provided that, in the event of a disagreement regarding whether such suspension is necessary, Spinco shall have the right to make the final determination. Pluto and Spinco shall pursue the mutual objective of limiting the scope and duration of any such suspension. Each Party shall take reasonable interim measures necessary to address the Compliance Concern that are requested by the other Party (e.g., by replacing a suspect intermediary or reassigning a suspect employee), and, upon request, shall provide written confirmation to the other Party that such measures have been implemented. All interim measures shall remain in place until and unless the Parties mutually agree, on the basis of their reasonable investigation, that the Compliance Concern is resolved.

(ii) In the event that any Service has been suspended under this Section 2.11(a), upon the resolution of such Compliance Concern, Spinco shall resume the provision of such Service.

(iii) Each Party shall at all times comply with all applicable Laws in connection with the exercise of its rights and performance of its obligations under this Agreement.

(b) Pluto and the applicable members of the Pluto Group shall follow the bona fide and generally applicable policies, procedures and practices with respect to the Services followed by Spinco and the applicable members of the Spinco Group that are made available to Pluto in writing and any changes to such policies, procedures and practices, in each case, from and after the date on which Pluto is notified in writing of the relevant policy, procedure or practice, including those relating to continuity of business, computer and network security measures and data encryption.

Section 2.12 Condition to Performance. Pluto acknowledges and agrees that Spinco shall not be responsible for any failure to provide the Services to the extent that such failure results from Pluto's breach of this Agreement, including its obligations under Section 2.10, or to the extent that such failure is pursuant to a suspension of a Service that is in accordance with Section 2.11(a) or Section 9.14.

Section 2.13 Internal Audits and Testing of Spinco Managed Controls and Processes. The Parties acknowledge and agree that Spinco will, in the ordinary course of its business, audit and test certain controls, processes and procedures that relate to the Services (a "Spinco Managed Control or Process"). Spinco agrees that, to the extent required by Pluto to comply with applicable Law, Spinco will provide Pluto with reasonable access to the audit or testing documentation for any such Spinco Managed Control or Process that is material to the Pluto Business as soon as reasonably practicable following the completion of the applicable audit or testing. Notwithstanding the foregoing, Spinco's responsibility shall be limited to providing

reasonable access to audit or testing documentation it creates in the ordinary course of its business and Spinco shall have no responsibility to conduct any particular audit or testing, create any specific documentation or provide any interpretation of audit or testing results or determination of the scope, level or materiality of any potential risks or deficiencies (and, for clarity, Pluto shall be solely responsible for interpreting any such results or making any such determination). To the extent required by Pluto to comply with applicable Law, Pluto shall have the right to audit or test, or have Spinco audit or test, in each case at Spinco's option and upon reasonable prior written notice, any Spinco Managed Control or Process. If Spinco agrees that Pluto may perform such audit or testing then, upon reasonable prior written notice to Spinco, Spinco shall permit Pluto representatives reasonable access, during regular business hours (as in effect from time to time), for purposes of such audit or testing; provided that, if any such audit or testing could result in Pluto having access to any sensitive Confidential Information of Spinco (including Tax and transfer pricing information), Spinco may require that Pluto appoint an independent third party audit firm reasonably acceptable to Spinco to conduct such audit or testing. All costs of any such audit or testing conducted by or on behalf of Pluto pursuant to this Section 2.13, including the costs of a third party audit firm, shall be borne by Pluto. Within thirty (30) days of completing such audit or testing, Pluto shall submit a report to Spinco with its findings. Any information obtained or observed by Pluto during any such audit or testing shall be subject to the confidentiality obligations contained in Article VI. For clarity, Spinco shall have no responsibility to conduct any remediation or modification of any Spinco Managed Control or Process unless a reputable and internationally recognized independent third party audit firm determines that a significant deficiency or material weakness exists with respect to such Spinco Managed Control or Process and Spinco, after considering in good faith the findings set forth in such report, agrees with such determination, and in such case Spinco shall conduct such remediation or modification at its own cost.

ARTICLE III

COMPENSATION

Section 3.1 Compensation.

(a) Pluto (or the applicable member of the Pluto Group) shall pay to Spinco (or the applicable member of the Spinco Group) (i) a monthly fee (pro rated for any partial month) for each Service provided to Pluto (or such member of the Pluto Group) hereunder in accordance with the charges for each such Service as set forth in Exhibit A (collectively, the "Service Fees"), (ii) the Cost-Plus Charge as set forth in Section 3.1(c), and (iii) the Extension Charge, if applicable, as set forth in Section 3.1(d). For the avoidance of doubt, Service Fees shall not include any severance and/or retention costs incurred by Spinco or the Spinco Group as a result of retaining the necessary employees to supply such Service to Pluto in accordance with the terms of this Agreement.

(b) Pluto (or the applicable member of the Pluto Group) shall reimburse Spinco (or the applicable member of the Spinco Group) for all reasonable out-of-pocket costs and expenses, including license fees, royalties, payments to Subcontractors and third-party freight, distribution and other logistics costs, incurred by or on behalf of Spinco (or such member of the Spinco Group) in connection with (i) preparation activities to make the Services available to the Pluto Group, (ii) the provision of the Services, (iii) planning and executing the migration or transition of the Services to the Pluto Group or a Subcontractor and (iv) early termination of any Service pursuant to Section 2.3(a) or Section 2.3(b), but excluding, in the case of each of clauses (i) through (iv), any Taxes, which are the subject of Section 3.2 (collectively, "Out-of-Pocket Costs"). All Out-of-Pocket Costs shall be in addition to the Service Fees. Reasonable documentation of Out-of-Pocket Costs will be provided upon request.

(c) The Parties agree that the Service Fees shall be subject to a five percent (5%) markup each month, calculated on the monthly fee for each Service as set forth in Exhibit A (the “Cost-Plus Charge”), to reflect arms’ length pricing terms for the Services. For clarity, the Cost-Plus Charge shall be charged to and payable by Pluto (or the applicable member of the Pluto Group) in addition to the Service Fees set forth on Exhibit A.

(d) The Parties agree that the Service Fees shall be subject to an additional five percent (5%) markup each month during the first Service Extension Period and an additional ten percent (10%) markup each month during the second Service Extension Period, in each case calculated on the monthly fee for each Service as set forth in Exhibit A (the “Extension Charge”). During any Service Extension Period, the applicable Extension Charge shall be charged to and payable by Pluto (or the applicable member of the Pluto Group) in addition to the Service Fees set forth on Exhibit A and the Cost-Plus Charge. For clarity, after giving effect to the Cost-Plus Charge in Section 3.1(c) and the Extension Charge in this Section 3.1(d), the Service Fees shall be subject to a five percent (5%) markup each month during the Initial Service Period, a ten percent (10%) markup each month during the first Service Extension Period, and a fifteen percent (15%) markup each month during the second Service Extension Period, in each case calculated on the monthly fee for each Service as set forth in Exhibit A.

(e) If at any time Spinco believes that the Service Fee for a specific Service on Exhibit A is materially insufficient to compensate it (or the applicable member of the Spinco Group) for the cost of providing such Service, or Pluto believes that the Service Fee for a specific Service on Exhibit A materially overcompensates Spinco (or the applicable member of the Spinco Group) for such Service, such Party shall promptly notify the other Party, and the Parties will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to the Service Fee for such Service for future periods. This Article III shall not limit any other obligation of either Party and the applicable members of its Group to reimburse costs or expenses of the other Party and the applicable members of its Group pursuant to other provisions of this Agreement.

Section 3.2 Taxes.

(a) All sums payable under this Agreement are exclusive of any amount in respect of VAT. If any action of one Party (the “Supplier”) under this Agreement constitutes, for VAT purposes, the making of a supply to another Party (or a member of that Party’s Group) (the “Recipient”) and VAT is or becomes chargeable on that supply, the Recipient shall pay to the Supplier, in addition to any amounts otherwise payable under this Agreement by the Recipient, a sum equal to the amount of the VAT chargeable on that supply against delivery to the Recipient of a valid VAT invoice issued in accordance with the laws and regulations of the applicable jurisdiction.

(b) Without duplication of amounts covered by Section 3.2(a), Pluto (or the applicable member of the Pluto Group) shall be responsible for all VAT, sales, goods and services, use, gross receipts, transfer, consumption and other similar Taxes, (excluding, for clarity, Taxes imposed on net income, profits and gains and franchise Taxes), together with interest, penalties and additions thereto ("Service Taxes"), imposed by applicable taxing authorities attributable to the provision of Services to Pluto (or such member the Pluto Group) or any payment hereunder; provided that such Service Taxes are shown on a valid invoice. If Spinco or any member of the Spinco Group is required to pay any part of such Service Taxes, Spinco (or the applicable member of the Spinco Group) shall provide Pluto with evidence that such Service Taxes have been paid, and Pluto (or the applicable member of the Pluto Group) shall reimburse Spinco (or such member of the Spinco Group) for such Service Taxes. Spinco (or the applicable member of the Spinco Group) shall, upon the reasonable request of Pluto, promptly revise any invoice to the extent such invoice was erroneously itemized or categorized. Each Party shall, and shall cause the applicable members of its Group to, use commercially reasonable efforts to (i) minimize the amount of any Service Taxes imposed on the provision of Services hereunder, including by availing itself of any available exemptions from or reductions to any such Service Taxes, and (ii) cooperate with the other Party in providing any information or documentation that may be reasonably necessary to minimize such Service Taxes or obtain such exemptions or reductions. If at any time Spinco or any member of the Spinco Group receives a refund (or credit or offset in lieu of a refund) of any Service Taxes borne by Pluto or any member of the Pluto Group, then Spinco (or such member of the Spinco Group) shall promptly pay over the amount of such refund, credit or offset (net of all reasonable related out-of-pocket costs, expenses and taxes incurred in respect thereof) to Pluto (or such member of the Pluto Group), it being understood that Pluto and the applicable members of the Pluto Group shall be liable for (x) any subsequent disallowance of such refund, credit or offset and any related interest, penalties or additions thereto and (y) any reasonable out-of-pocket costs and expenses related to such disallowance.

(c) If applicable Law requires that an amount in respect of any Taxes be withheld from any payment to Spinco or any member of the Spinco Group, Pluto shall promptly notify Spinco of such required withholding and Pluto shall withhold (or cause to be withheld) such Taxes and pay (or cause to be paid) such withheld amounts over to the applicable taxing authority in accordance with the requirements of the applicable Law and provide Spinco (or such member of the Spinco Group) with an official receipt confirming such payment (where it is common practice for the applicable taxing authority to provide such a receipt). Pluto (or any member of the Pluto Group) shall not be required to "gross up" any amounts invoiced to Pluto to account for, or otherwise compensate Spinco (or any member of the Spinco Group) for, any Taxes that are required to be withheld under applicable Law. Spinco shall reasonably cooperate with Pluto to determine whether any such withholding applies to the Services, and if so, shall further cooperate to minimize applicable withholding Taxes. Each Party shall, and shall cause the applicable members of its Group to, provide the other Party and the applicable members of its Group with any reasonable cooperation or assistance as may be necessary to enable the other Party and such members of its Group to claim exemption from, or a reduction in the rate of, any withholding Taxes (including, without limitation, pursuant to any applicable double taxation or similar treaty), to receive a refund of such withholding Taxes or to claim a Tax credit therefor.

(d) Where a Party or any member of its Group is required by this Agreement to reimburse or indemnify the other Party or any member of its Group for any cost or expense (including Out-of-Pocket Costs), the reimbursing or indemnifying Party (or the applicable member of its Group) shall reimburse or indemnify the other Party (or the applicable member of its Group) for the full amount of the cost or expense, inclusive of any amounts in respect of VAT imposed on that amount to the extent properly reflected on a valid invoice, except to the extent that the reimbursed or indemnified Party reasonably determines that it (or such member of its Group), or a member of the same group as it (or such member of its Group) for VAT purposes, is entitled to credit for or repayment of that VAT from any relevant taxing authority.

(e) For purposes of this Agreement, and except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement, and in the event of any inconsistency between the Tax Matters Agreement and this Agreement with respect to Tax matters, the Tax Matters Agreement shall control.

Section 3.3 Payment Terms(a) . On a monthly basis by the twentieth (20th) day of each month of the Term (other than the first month of the Term), Spinco shall invoice Pluto for the Service Fee for each of the Services provided in the prior month, plus the Cost-Plus Charge and, if applicable, Extension Charge for such prior month, and, if applicable, any Out-of-Pocket Costs incurred, which invoice shall also set forth in reasonable detail a description of the Services rendered in the applicable month. Subject to any dispute, Pluto shall pay Spinco all amounts due under any invoice within fifty (50) days from the end of such prior month. For the avoidance of doubt, for illustrative purposes, if Services are provided during the period beginning on March 1 and ending on March 31, Spinco shall invoice Pluto in respect of such period by no later than April 20, and Pluto shall pay Spinco all amounts due by no later than May 20. All such invoices shall be delivered to Pluto at the address designated by Pluto by written notice to Spinco. Any correspondence or payments concerning such invoices shall be made to Spinco at the address designated by Spinco by written notice to Pluto. Any dispute regarding invoiced amounts shall be resolved in accordance with Article VIII; provided that Pluto may withhold payment of any such amounts to the extent such amounts both (x) are disputed in good faith pending resolution of such dispute and (y) represent more than ten percent (10%) of the total amount set forth on the applicable invoice; provided further that, for the avoidance of doubt, the payment of any disputed amount that represents ten percent (10%) or less of the total amount set forth on the applicable invoice shall not result in a waiver of or otherwise prejudice Pluto's right to dispute such amount. There shall be no right of set-off or counterclaim with respect to any claim, debt or obligation against payments to Spinco or any member of the Spinco Group under this Agreement; provided that Spinco may net any amount payable to Spinco or any member of the Spinco Group under this Agreement against any amount that Spinco or any member of the Spinco Group is obligated to pay or transmit to Pluto or any member of the Pluto Group pursuant to the Services. Unless otherwise specified by Spinco, all amounts payable by Pluto or any member of the Pluto Group to Spinco or any member of the Spinco Group under this Agreement shall be paid directly from Pluto to Spinco.

Section 3.4 Interest. Any amounts billed or otherwise invoiced or demanded and properly payable pursuant to Section 3.3 that are not paid within thirty (30) days of the due date therefor pursuant to this Agreement shall accrue interest from such due date at a rate per annum equal to the Prime Rate through the date of actual payment.

ARTICLE IV

INTELLECTUAL PROPERTY

Section 4.1 Ownership of Intellectual Property.

(a) Except as expressly provided in Section 4.1(b), no license, title, ownership or other Intellectual Property or proprietary rights are transferred to Pluto, any member of the Pluto Group or any of its or their Representatives pursuant to this Agreement, and Spinco retains all such rights, title, ownership and other interest in its Information Systems, platforms, applications and all other Software, hardware, systems and resources it uses to provide the Services. Except as expressly provided in Section 4.1(b), no license, title, ownership or other Intellectual Property or proprietary rights are transferred to Spinco, any member of the Spinco Group or any of its or their Subcontractors or other Representatives pursuant to this Agreement, and Pluto retains all such rights, title, ownership and other interest in its Information Systems, platforms, applications and all other Software, hardware, systems and resources it uses to receive the Services. Except as expressly provided in Section 4.1(b), as between the Parties, each Party shall be the sole and exclusive owner of, and nothing in this Agreement shall be deemed to grant the other Party, any member of its Group or any of its or their Representatives, any right, title, license, leasehold or other interest in or to any Intellectual Property, ideas, concepts, techniques, inventions, processes, systems, works of authorship, facilities, floor space, resources, special programs, functionalities, interfaces, computer hardware or Software, documentation or other work product developed, created, modified, improved, used or relied upon by such Party, any member of its Group or any of its or their Representatives in connection with the Services or the performance of such Party's obligations hereunder and, for clarity, no such items shall be considered a work made for hire within the meaning of Title 17 of the United States Code.

(b) Notwithstanding anything to the contrary in Section 4.1(a), all information, records, data, reports and deliverables to the extent relating to the Pluto Business that are generated, collected, stored, processed or created by or on behalf of the Pluto Group pursuant to a Service shall be owned by Pluto ("Pluto Business Data"), except that Spinco shall own all information, records, data, reports and deliverables generated, collected, stored, processed or created in providing the Services to the extent related to the operation of the Spinco Business or the Spinco Assets. Upon Pluto's request, Spinco shall provide a description of any Pluto Business Data resulting from the provision of a Service. If requested by Pluto within a reasonable time following termination or expiration of this Agreement, Spinco shall use commercially reasonable efforts to deliver to Pluto, in the format then maintained by Spinco, any such Pluto Business Data in its possession and stored electronically on its Information Systems (and not previously transferred to Pluto); provided that Spinco may retain one (1) copy of such Pluto Business Data for legal and compliance purposes.

(c) To the extent that any right, title or interest in, to or under any Intellectual Property (including data) vests in either Party or its Group, by operation of law or otherwise, in contravention of Section 4.1(a) or Section 4.1(b), such Party (the "Assigning Party") hereby assigns, and shall cause the applicable members of its Group to assign, perpetually and irrevocably, to the other Party or its designee (the "Assignee Party") all such right, title and interest throughout the world in, to and under such Intellectual Property, free and clear of all Liens and other

encumbrances, without the need for any further action by any Party or the applicable members of its Group and hereby waives, and shall cause the applicable members of its Group to waive, any ownership in the foregoing in favor of the Assignee Party if such assignment does not take effect immediately for any reason. The Assigning Party shall, and shall cause the applicable members of its Group to, execute any and all assignments and other documents necessary to perfect, register or record the Assignee Party's right, title, and interest in, to and under such Intellectual Property. The Assigning Party further agrees to, and shall cause the applicable members of its Group to, execute all further documents and assignments and take all further actions as may be necessary to perfect the Assignee Party's title to such Intellectual Property or to register such Assignee Party as the exclusive owner of any applicable registrable rights.

(d) Except as set forth in Section 4.1(a) and Section 4.1(b), the members of the Spinco Group, on the one hand, and the members of the Pluto Group, on the other hand, retain all right, title and interest in, to and under their respective Intellectual Property, and except as set forth in Section 4.2(a) and Section 4.2(b), no license or other right, express or implied, is granted to either Party or its Group with respect to the other Party's or its Group's Intellectual Property under this Agreement.

(e) The Parties agree that neither Party or its Group will remove any trademark or copyright notices, proprietary markings, trademarks or other indicia of ownership of the other Party or its Group from any materials of the other Party or its Group, except as required by the Separation Agreement or the other Ancillary Agreements.

Section 4.2 License Grants.

(a) Subject to Section 2.6 and the other terms and conditions of this Agreement, Spinco, on behalf of itself and the other members of the Spinco Group, hereby grants to Pluto and the other members of the Pluto Group a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 9.4), royalty-free and fully paid-up, limited license to use Intellectual Property to the extent licensable by the Spinco Group and used by the Spinco Group in connection with providing the Services, solely for the purpose of, and solely to the extent and for the duration required for, the Pluto Group to receive the Services during the Term.

(b) Subject to Section 2.6 and the other terms and conditions of this Agreement, Pluto, on behalf of itself and the other members of the Pluto Group, hereby grants to Spinco and the other members of the Spinco Group a worldwide, non-exclusive, non-sublicensable, non-transferable (except as provided in Section 9.4), royalty-free and fully paid-up, limited license to use Intellectual Property to the extent licensable by the Pluto Group solely for the purpose of, and solely to the extent and for the duration required for, the Spinco Group and its Subcontractors to provide the Services during the Term.

(c) The licenses granted in this Section 4.2 shall expire upon the earlier of the expiration of the Term or the end of the Service Period for the applicable Service subject to such license (or, if earlier, the date on which the Service subject to such license is terminated in accordance with this Agreement).

ARTICLE V

INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.1 Indemnification.

(a) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Spinco agrees to indemnify and hold harmless Pluto and the applicable members of the Pluto Group (collectively, the "Pluto Indemnified Parties") from and against any and all Losses that any such Pluto Indemnified Party suffers or incurs to the extent resulting from (i) the gross negligence, fraud or willful misconduct of Spinco or any member of the Spinco Group in connection with this Agreement (including the provision of the Services) or (ii) a material breach by Spinco or any member of the Spinco Group of any covenant or agreement contained in this Agreement.

(b) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Pluto agrees to indemnify and hold harmless Spinco and the applicable members of the Spinco Group (collectively, the "Spinco Indemnified Parties") from and against any and all Losses that any such Spinco Indemnified Party suffers or incurs to the extent resulting from (i) the provision (or use by the Pluto Group) of the Services, except to the extent that such Losses result from (x) the gross negligence, fraud or willful misconduct of Spinco or any member of the Spinco Group in connection with this Agreement (including the provision of the Services) or (y) a material breach by Spinco or any member of the Spinco Group of any covenant or agreement contained in this Agreement, or (ii) a material breach by Pluto or any member of the Pluto Group of any covenant or agreement contained in this Agreement.

Section 5.2 Indemnification Procedures. Subject to the provisions of this Article V, Sections 4.04, 4.05, 4.06, 4.07, 4.08 and 4.10 of the Separation Agreement shall govern, *mutatis mutandis*, claims for indemnification under this Article V.

Section 5.3 Sole Remedy/Waiver. From and after the Effective Date, recovery pursuant to this Article V shall constitute the Parties' sole and exclusive remedy for any and all Losses relating to or arising from this Agreement and the transactions contemplated hereby, and each Party hereby waives and releases, to the fullest extent permitted by applicable Law, any and all other rights, remedies, claims and causes of action (including rights of contributions, if any), whether in contract, tort or otherwise, known or unknown, foreseen or unforeseen, which exist or may arise in the future, arising under or based upon any federal, state, local or foreign Law that any Party may have against the other Party in respect of any breach of this Agreement; provided, however, that the foregoing shall not deny (a) any Party equitable remedies (including injunctive relief or specific performance) when any such remedy is otherwise available under this Agreement or applicable Law or (b) any Party or its Affiliates any remedies under the Business Combination Agreement, the Separation Agreement or any other Ancillary Agreement, and the foregoing shall not interfere with or impede the resolution of disputes pursuant to Article VIII.

Section 5.4 Mitigation; Limitation on Liability.

(a) Mitigation. The common law principles of the State of Delaware with respect to the mitigation of damages shall apply to this Agreement.

(b) Limitation of Liability for Service Noncompliance. Notwithstanding anything to the contrary herein or in the Separation Agreement, the Business Combination Agreement or any other Ancillary Agreement, Spinco's maximum liability to, and (except with respect to claims seeking specific performance or other equitable relief) the sole remedy of, Pluto for Service Noncompliance shall be the sum of (i) a refund of the aggregate amount of Service Fees actually paid to Spinco under this Agreement for the applicable Service and (ii) (A) if Pluto performs the applicable Service itself, Pluto's incremental cost of performing such Service itself or (B) if Pluto obtains the applicable Service from a third party, Pluto's incremental cost of obtaining such Service from such third party; provided that, in each case, Pluto shall exercise its commercially reasonable efforts under the circumstances to minimize the cost of any such alternatives to the applicable Service by selecting the most reasonably available cost-effective alternatives which provide the functional equivalent of the Service being replaced. Pluto agrees that the receipt by any member of the Pluto Group of the Services shall be an unqualified acceptance of, and a waiver by, Pluto and the members of the Pluto Group of its and their rights to assert any claim with respect to Service Noncompliance unless Pluto gives written notice of such Service Noncompliance to Spinco within the later of (i) forty-five (45) days after the date on which Pluto became aware of the facts, events, occurrences or circumstances underlying such claim or (ii) seventy-five (75) days after receipt of the applicable Service by Pluto or the applicable member of the Pluto Group; provided that in no event shall Pluto be entitled to give notice of Service Noncompliance more than twelve (12) months after receipt of the applicable Service by any member of the Pluto Group.

(c) General Limitation of Liability. Notwithstanding anything to the contrary contained herein, except for gross negligence, fraud or willful misconduct, in no event shall the Spinco Group's liability for any claim under Section 5.1 or otherwise in connection with this Agreement or the Services exceed the aggregate Service Fees (and Cost-Plus Charges and, if applicable, Extension Charges thereon), paid in respect of the twenty-four (24) calendar month period prior to the date on which the event giving rise to the claim occurred (or, (i) if such event occurred prior to the second anniversary of the Effective Date and after the first anniversary of the Effective Date, the Service Fees (and Cost-Plus Charges thereon) paid in respect of the twelve (12) calendar month period prior to the date on which such event occurred multiplied by two (2) and (ii) if such event occurred prior to the first anniversary of the Effective Date, the Services Fees (and Cost-Plus Charges thereon) paid in respect of the month prior to the date on which such event occurred multiplied by twelve (12)).

(d) Special Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SEPARATION AGREEMENT, THE BUSINESS COMBINATION AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS GROUP MEMBERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF

VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, BY AN INDEMNIFIED PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR SIMILAR ITEMS, OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES TO A PERSON WHO IS NOT A MEMBER OF EITHER GROUP IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS SECTION 5.4(D).

(e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND THAT SPINCO AND THE MEMBERS OF THE SPINCO GROUP MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY FIRMWARE, SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VI

CONFIDENTIALITY

Section 6.1 Confidentiality. The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation Agreement.

ARTICLE VII

TERM; TERMINATION

Section 7.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and end on the earlier to occur of (a) the last date on which Spinco is obligated to provide any Service to the Pluto Group pursuant to this Agreement, (b) the termination of this Agreement pursuant to Section 7.2 and (c) the mutual written agreement of the Parties to terminate this Agreement (and all Services hereunder) in its entirety.

Section 7.2 Termination. Either Party (the “Non-Breaching Party”) may (subject to Section 2.2) terminate this Agreement at any time upon prior written notice to the other Party (the “Breaching Party”) if the Breaching Party has materially breached or materially failed (other than pursuant to Section 9.14) to perform any of its covenants or agreements under this Agreement, and such breach or failure shall have continued without cure for a period of forty-five (45) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate this Agreement; provided that non-payment by the Pluto Group for a Service provided by the Spinco Group in accordance with this Agreement shall be deemed a material breach of and material failure to perform Pluto’s covenants and agreements for purposes of this Agreement if such non-payment is not cured within thirty (30) days following receipt of notice thereof.

Section 7.3 Effect of Termination. Upon the expiration or termination of this Agreement pursuant to this Article VII, this Agreement shall cease to have further force and effect, and neither Party shall have any liability or obligation to the other Party with respect to this Agreement; provided that:

(a) termination or expiration of this Agreement for any reason shall not release a Party from any liability or obligation that already has accrued as of the effective date of such termination or expiration, as applicable, or which may arise out of or in connection with such termination or expiration (including any Out-of-Pocket Costs); and

(b) Article I (*Definitions*), Section 2.7 (*Transition Representatives*), Section 2.9 (*Independent Contractor*), Section 4.1 (*Ownership of Intellectual Property*), Article V (*Indemnification and Limitation of Liability*), Article VI (*Confidentiality*), this Section 7.3 (*Effect of Termination*), Article VIII (*Dispute Resolution*) and Article IX (*Miscellaneous*) shall survive any termination or expiration of this Agreement and shall remain in full force and effect.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Dispute Resolution. The Parties shall attempt to resolve any dispute arising out of or in connection with this Agreement or the transactions contemplated hereby as follows:

(a) The Parties shall cooperate in good faith to resolve all disputes on a local level, through their respective Service Functional Leads and Transition Representatives, and shall use commercially reasonable efforts to initiate such efforts within five (5) Business Days after receipt of notice of any such dispute. If such Service Functional Leads and Transition Representatives are unable to resolve the dispute within fifteen (15) Business Days, either Party may refer the dispute for resolution to the Senior Managers upon notice to the other Party.

(b) Within five (5) Business Days of a notice under Section 8.1(a) referring a dispute for resolution by the Senior Managers, each Party’s Transition Representative (or other employees) shall prepare and provide to its Senior Manager summaries of the relevant information and background of the dispute, along with any appropriate supporting documentation. The Senior Managers will confer as often as they deem reasonably necessary in order to gather and exchange information, discuss the dispute and negotiate in good faith in an effort to resolve the dispute without the need for any formal proceedings.

(c) If the Parties are not able to resolve any dispute through the escalation process set forth in Section 8.1(a) or Section 8.1(b) within thirty (30) days after the receipt by a Party of a notice under Section 8.1(a) referring such dispute to the Senior Managers, then either Party shall have the right to refer such dispute to mediation by providing written notice to the other Party in accordance with procedures set forth in Section 7.02(b) of the Separation Agreement, and, following compliance with such procedures, may submit such dispute to any court of competent jurisdiction in accordance with Section 7.03 and Section 7.04 of the Separation Agreement, which Sections 7.02(b), 7.03 and 7.04 shall apply *mutatis mutandis* to this Article VIII.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Spinco, to:

Viatrix Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: Michael.goettler@viatrix.com

with copies (which shall not constitute notice) to:

Viatrix Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatrix.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com

If to Pluto, to:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
Email: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

Section 9.2 Amendments and Waivers. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification; provided that any Exhibit or Schedule to this Agreement may be amended, supplemented or modified from time to time (for clarity, without the need for a formal written amendment signed by the Parties) to reflect changes agreed by the Parties' respective Transition Representatives in accordance with the terms of this Agreement and the Transition Plan (including to reflect changes in the provision of the Services pursuant to Section 2.3, the addition of Omitted Services pursuant to Section 2.4 or changes to the Service Fees pursuant to Section 2.3, Section 2.4, Section 2.6 or Section 3.1(e)).

Section 9.3 Governing Law Jurisdiction; WAIVER OF JURY TRIAL.

(a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

(b) Subject to the provisions of Article VIII, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such federal court, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such federal court and (v) consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.3(C).

Section 9.4 Assignment; Parties in Interest.

(a) Except as provided in Section 9.4(b) and Section 9.4(c), neither Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Party. Any attempted assignment or delegation in breach of this Section 9.4 shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Agreement, except for the indemnification rights under this Agreement of any Spinco Indemnified Party or Pluto Indemnified Party in their respective capacities as such (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons).

(b) Either Party may assign its rights and obligations under this Agreement to one or more members of its Group without the other Party's consent; provided that such member remains at all times during the Term a member of such Party's Group; provided, further, that no such assignment shall release such Party from its obligations under this Agreement.

(c) Spinco shall have the right to assign this Agreement or any rights or obligations under this Agreement (i) to any Subcontractor; provided that no such assignment shall release Spinco from its obligations under this Agreement, and (ii) to any third party in connection with the sale, transfer or other disposal by Spinco or any of its Affiliates of businesses or operations that provide Services under this Agreement.

Section 9.5 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 9.6 Entire Agreement; Conflicting Agreements.

(a) This Agreement, the other Ancillary Agreements, the Separation Agreement, the Data Processing Agreement between the Parties relating to the processing of personal information in connection with this Agreement (the "DPA") and the Business Combination Agreement, including any related annexes, Exhibits and Schedules, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

(b) In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto with respect to any applicable Service, this Agreement shall control with respect to such Service unless explicitly provided for otherwise in such Exhibit or Schedule. In the event and to the extent that there shall be a conflict among the provisions of this Agreement, the provisions of the DPA and the provisions of the Separation Agreement, this Agreement shall control with respect to the subject matter hereof, the DPA shall control with respect to the subject matter thereof and the Separation Agreement shall control with respect to all other matters.

Section 9.7 Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 9.8 Specific Performance. Subject to the provisions of Article VIII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss hereunder and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

Section 9.9 No Set-Off. Except as expressly provided in this Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of its Group shall have any right of set-off or other similar rights with respect to any amount required to be paid under this Agreement by such Party or such member of its Group, on the one hand, to the other Party or any member of such other Party's Group, on the other hand.

Section 9.10 Waivers of Default. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.11 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms "hereof," "herein," "hereby," "hereto," "herewith," "hereunder" and derivative or similar words refer to this entire Agreement; (E) the terms "Article," "Section," "Exhibit," and "Schedule" refer to the specified Article, Section, Exhibit or Schedule of this Agreement and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (G) the word "or" shall be disjunctive but not exclusive; and (H) the word "from" (when used in reference to a period of time) means "from and including" and the word "through" (when used in reference to a period of time) means "through and including";

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(e) The terms "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All monetary figures shall be in United States dollars unless otherwise specified.

Section 9.12 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party or member of such Party's Group or any of its or their Subcontractors, shall be deemed to have been performed, satisfied or fulfilled by such Party.

Section 9.13 Affiliate or Group Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Affiliates or members of such Party's Group, such obligation shall apply to such entities only during such period of time that such entities are Affiliates of such Party or members of such Party's Group, as applicable. To the extent that this Agreement requires an Affiliate of a Party or a member of a Party's Group to take or omit to take any action, such obligation includes the obligation of such Party to cause such Affiliate or member of its Group to take or omit to take such action.

Section 9.14 Force Majeure. Except for payment of amounts due, neither Party shall be liable for any failure to perform or any delay in performing, and neither Party shall be deemed to be in breach or default of any of its covenants, agreements or obligations set forth in this Agreement, if, to the extent and for so long as such failure, delay, breach or default is due to any force majeure, including but not limited to natural disasters, pandemics or other weather-

related or natural conditions, the commencement, occurrence, continuation or intensification of any war (whether or not declared), sabotage, armed hostilities, civil unrest, military attacks or acts of terrorism (including cyberattack or otherwise) or declaration of national emergency, civil disturbance, strike, lockout, slowdown, riot, energy shortage, embargo, acts of any Governmental Authority, systems failure, malfunction or disruption, internet, electrical, power or other utilities failure, malfunction or disruption, or any other event, cause or occurrence beyond its reasonable control (a "Force Majeure"). In the event of any such Force Majeure, the affected Party's covenants, agreements and obligations under this Agreement that are excused under this Section 9.14 shall be postponed for such time as its performance is suspended or delayed on account thereof; provided that each Party shall use commercially reasonable efforts to minimize the effect of any such event. Such Party will promptly notify the other Party in writing upon learning of the occurrence of any such event. Upon the cessation of such event, the affected Party will use commercially reasonable efforts to resume its performance with the least practicable delay. For clarity, in the event of any such suspension or delay, the period for performance shall be extended for a period equal to the time lost by reason of such suspension or delay.

Section 9.15 Local Country Agreements. Where required by Spinco or Pluto to comply with applicable Law with respect to a country in connection with this Agreement, or as otherwise mutually agreed by the Parties, each Party shall cause the applicable member of its Group to enter into a local country agreement ("LCA") substantially in the form set forth in Exhibit D, with respect to such jurisdiction and solely to the extent necessary to provide for such compliance. Notwithstanding the foregoing, each of the Parties shall cause the applicable members of their respective Groups receiving or providing Services in such countries to comply with this Agreement. Each Party shall be fully responsible and liable for all obligations of the members of its Group under an LCA (unless otherwise expressly set forth therein) and shall have the right to enforce this Agreement (including the terms of all LCAs) on behalf of each member of its Group that enters into an LCA, and to assert all rights and exercise and receive the benefits of all remedies of each such member of its Group hereunder, to the same extent as if such Party were such member of its Group. For clarity, the amounts paid pursuant to this Agreement and any LCA shall apply in aggregate across this Agreement and the LCAs. Spinco shall have no right to receive payment more than once for the same Service Fee or other cost or expense.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Business
Development

[Signature Page to Transition Services Agreement (Spinco to Pluto)]

TAX MATTERS AGREEMENT

by and between

Pfizer Inc.

as Pluto

and

Upjohn Inc.

as Spinco

Dated as of November 16, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1. Definitions of Terms.	1
Section 1.01. <i>Definitions</i>	1
SECTION 2. <i>Indemnification</i>	12
Section 2.01. <i>Indemnification for Taxes and Tax-Related Losses</i>	12
Section 2.02. <i>Indemnification Payments</i>	12
Section 2.03. <i>Limitation on Liability for Non-Income Taxes</i>	13
SECTION 3. Allocation of Tax Liabilities and other Tax Matters	14
Section 3.01. <i>Allocation of Tax-Related Losses</i>	14
Section 3.02. <i>General Rule for Allocation of Taxes</i>	14
Section 3.03. <i>Other Spinco Liability</i>	15
Section 3.04. <i>Other Pluto Liability</i>	15
Section 3.05. <i>Allocation of Taxes According to Relative Fault</i>	15
Section 3.06. <i>Employment Taxes; Certain Deductions</i>	16
Section 3.07. <i>Determination of Tax Attributable to the Spinco Business</i>	16
SECTION 4. Preparation and Filing of Tax Returns	17
Section 4.01. <i>Pluto Responsibility</i>	17
Section 4.02. <i>Spinco Responsibility</i>	18
Section 4.03. <i>Tax Returns for Certain Transfer Taxes</i>	18
Section 4.04. <i>Tax Payments for Tax Returns</i>	18
Section 4.05. <i>Tax Reporting Practices</i>	18
Section 4.06. <i>Consolidated or Combined Tax Returns</i>	19
Section 4.07. <i>Right to Review Tax Returns</i>	19
Section 4.08. <i>Spinco Carrybacks and Claims for Refund</i>	19
Section 4.09. <i>Apportioned Tax Attributes</i>	20
SECTION 5. Tax Refunds	20
Section 5.01. <i>Tax Benefits</i>	20
SECTION 6. Tax-Free Status	21
Section 6.01. <i>Representations and Warranties</i>	21
Section 6.02. <i>Spinco Covenants</i>	21
Section 6.03. <i>Restricted Actions</i>	22
Section 6.04. <i>Procedures Regarding Legal Comfort</i>	24
Section 6.05. <i>Protective 336(e) Election</i>	24
Section 6.06. <i>Tax Grants</i>	25

Section 6.07.	<i>Maintenance of Certain Ownership</i>	25
Section 6.08.	<i>Maintenance of Certain Entities</i>	25
SECTION 7.	<i>Assistance and Cooperation.</i>	26
Section 7.01.	Assistance and Cooperation	26
Section 7.02.	<i>Delayed Market Tax Costs</i>	27
SECTION 8.	Tax Records.	28
Section 8.01.	<i>Retention of Tax Records</i>	28
Section 8.02.	<i>Access to Pre-Distribution Tax Records</i>	28
Section 8.03.	<i>Preservation of Privilege</i>	29
SECTION 9.	Tax Contests	29
Section 9.01.	<i>Notice</i>	29
Section 9.02.	<i>Control of Tax Contests</i>	29
SECTION 10.	Effective Date	30
SECTION 11.	Survival of Obligations	30
SECTION 12.	Disagreements	31
Section 12.01.	<i>General</i>	31
Section 12.02.	<i>Escalation</i>	31
Section 12.03.	<i>Referral to Tax Advisor for Technical Disputes.</i>	31
Section 12.04.	<i>Certain Interactions</i>	32
SECTION 13.	Late Payments	32
SECTION 14.	Expenses	33
SECTION 15.	Miscellaneous	33
Section 15.01.	<i>Addresses and Notices</i>	33
Section 15.02.	<i>Amendments and Waivers</i>	34
Section 15.03.	<i>Assignment; Parties in Interest</i>	34
Section 15.04.	<i>Severability</i>	34
Section 15.05.	<i>Authority</i>	34
Section 15.06.	<i>Further Action</i>	35
Section 15.07.	<i>Entire Agreement</i>	35
Section 15.08.	<i>TMA Controls</i>	35
Section 15.09.	<i>Construction</i>	35
Section 15.10.	<i>No Double Recovery</i>	35
Section 15.11.	<i>Counterparts</i>	36
Section 15.12.	<i>Governing Law; Jurisdiction</i>	36

Section 15.13. <i>Spinco Subsidiaries</i>	37
Section 15.14. <i>Successors</i>	37
Section 15.15. <i>Specific Performance</i>	37

<u>Schedule A</u>	Internal Tax-Free Separation Transactions
<u>Schedule B</u>	Specified Post-Distribution Matters
<u>Schedule C</u>	Tax Grants
<u>Schedule D</u>	Delayed Market Transactions
<u>Exhibit A</u>	Separation Plan

TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “**Agreement**”) is entered into as of November 16, 2020, by and among Pfizer Inc., a Delaware corporation (“**Pluto**”), and Upjohn Inc., a Delaware corporation (“**Spinco**”) (collectively the “**Companies**” or the “**Parties**” and individually, a “**Company**” or a “**Party**”).

RECITALS

WHEREAS, pursuant to the Tax Laws of various jurisdictions, certain members of the Spinco Group currently file certain Tax Returns on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) with certain members of the Pluto Group;

WHEREAS, Pluto and Spinco have entered into a Separation and Distribution Agreement, dated as of July 29, 2019 (as amended from time to time, the “**Separation and Distribution Agreement**”), and Pluto, Spinco, Utah Acquisition Sub Inc., a Delaware corporation and an indirectly wholly owned Subsidiary of Spinco (“**Spinco Sub**”), Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands (“**Utah**”), Mylan I B.V., a company incorporated under the laws of the Netherlands and a direct wholly owned subsidiary of Utah (“**Utah Newco**”), and Mylan II B.V., a company incorporated under the laws of the Netherlands and a direct wholly owned subsidiary of Utah Newco (“**Utah Newco Sub**”), have entered into a Business Combination Agreement, dated as of July 29, 2019 (as amended from time to time, the “**Business Combination Agreement**”), pursuant to which the Contribution, the Distribution, the Combination and other related transactions will be consummated;

WHEREAS, (i) the Contribution, the Spinco Cash Distribution, and the Distribution and (ii) certain of the transactions included in the Separation Plan are, in each case, intended to qualify for Tax-Free Status; and

WHEREAS, the Parties desire to provide for and agree upon the allocation between the Parties of liabilities for certain Taxes arising prior to, at the time of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS OF TERMS.

Section 1.01. *Definitions.* For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation and Distribution Agreement:

“Active Trade or Business” means (i) with respect to Spinco and the Distribution, the Spinco Business, the active conduct (as defined in Section 355(b)(2) of the Code, and taking into account Section 355(b)(3) of the Code and the Treasury Regulations thereunder) of which Spinco was engaged in immediately prior to the Distribution and (ii) with respect to another Spinco Entity and another Separation Transaction intended to qualify as tax-free pursuant to Section 355 of the Code or analogous provisions of state or local law, the portion of the Spinco Business, the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder, or the analogous provisions of state or local law) of which such Spinco Entity was engaged in immediately prior to such Separation Transaction.

“Adjustment Request” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (i) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (ii) any claim for equitable recoupment or other offset, and (iii) any claim for refund or credit of Taxes previously paid.

“Affiliate” has the meaning set forth in the Separation and Distribution Agreement.

“Agreed Statement” has the meaning set forth in Section 12.03.

“Agreement” means this Tax Matters Agreement.

“Apportioned Tax Attributes” means Tax Attributes that are subject to allocation or apportionment between one Person and another Person under applicable Law or by reason of the Separation Transactions.

“Apportionment Method” shall mean the apportionment of items between portions of a taxable period as follows: (i) real property, personal property and similar *ad valorem* Taxes shall be apportioned on the basis of a fraction, the numerator of which is the number of days in the portion of such taxable period beginning on the first day of such taxable period and ending on the Distribution Date, or the number of days beginning on the day after the Distribution Date and ending on the last day of such taxable period, as appropriate, and the denominator of which is the total number of days in such taxable period and (ii) subject to Section 3.07(c), all other Taxes shall be apportioned based on a closing of the books and records on the close of the Distribution Date (in the event that the Distribution Date is not the last day of the taxable period, as if the Distribution Date were the last day of the taxable period).

“Business Combination Agreement” has the meaning set forth in the Recitals to this Agreement.

“Business Day” has the meaning set forth in the Separation and Distribution Agreement.

“Closing Working Capital” has the meaning set forth in the Separation and Distribution Agreement.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Combination**” has the meaning set forth in the Business Combination Agreement.

“**Combination Effective Time**” has the same meaning as “Effective Time” as set forth in the Business Combination Agreement.

“**Combination Transfer Taxes**” means any Transfer Taxes incurred in connection with the Combination.

“**Companies**” and “**Company**” have the meaning provided in the first sentence of this Agreement.

“**Contribution**” has the meaning set forth in the Separation and Distribution Agreement.

“**Delayed Market Tax Costs**” means any additional net Tax liability (taking into account any additional U.S. or non-U.S. income or non-income Tax and Tax imposed by withholding) incurred by the Spinco Group arising from a Delayed Market Transaction that would not have been imposed but for the assets or liabilities that are transferred in such Delayed Market Transaction not having been transferred for legal purposes on or before the Distribution Date, and including in the calculation of such net Tax liability any Taxes incurred in repatriating cash received in connection with such Delayed Market Transaction from the relevant member of the Spinco Group to (x) Spinco or (y) to the extent there is a corresponding obligation by a member of the Spinco Group to make a cash payment to a member of the Pluto Group, such member of the Spinco Group).

“**Delayed Market Transaction**” means a transaction listed on Schedule D.

“**DGCL**” means the Delaware General Corporation Law.

“**Dispute**” has the meaning set forth in Section 12.

“**Distribution**” has the meaning set forth in the Separation and Distribution Agreement.

“**Distribution Date**” means the date on which the Distribution occurs.

“**Employee Matters Agreement**” means the Employee Matters Agreement, dated as of November 16, 2020, by and among Pluto and Spinco.

“**Employment Tax**” means any Tax the liability or responsibility for which is allocated pursuant to the Employee Matters Agreement.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (iii) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of a State, local, or foreign taxing jurisdiction; (iv) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (v) by a final settlement resulting from a treaty-based competent authority determination; or (vi) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the Parties.

“Group” means the Pluto Group or the Spinco Group, or both, as the context requires.

“Indemnifying Party” means a Party that has an obligation to make an Indemnity Payment.

“Indemnified Party” means a Party that is entitled to receive, or whose Affiliate is entitled to receive, an Indemnity Payment.

“Indemnity Payment” means any payment arising out of obligations to indemnify under Section 2.01.

“Internal Tax-Free Separation Transactions” means the Separation Transactions identified on Schedule A as being free from Tax to the extent set forth therein.

“IRS” means the U.S. Internal Revenue Service.

“Joint Return” means any Tax Return that actually includes, by election or otherwise, one or more members of the Pluto Group together with one or more members of the Spinco Group.

“Local Separation Agreements” has the meaning set forth in the Separation and Distribution Agreement.

“Legal Comfort” has the meaning set forth in Section 6.03(b).

“Next Day Rule” has the meaning set forth in Section 3.07(c).

“Past Practices” has the meaning set forth in Section 4.05(b) of this Agreement.

“Payment Date” means (i) with respect to any Pluto Federal Consolidated Income Tax Return, (A) the due date for any required installment of estimated Taxes determined under Section 6655 of the Code, (B) the due date (determined without regard to extensions) for filing of such Tax Return determined under Section 6072 of the Code, or (C) the date such Tax Return is filed, as the case may be, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal income tax purposes.

“Pluto” has the meaning provided in the first sentence of this Agreement.

“Pluto Affiliated Group” means the affiliated group (as that term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which Pluto is the common parent.

“Pluto Business” has the meaning provided in the Separation and Distribution Agreement.

“Pluto Common Stock” has the meaning provided in the Separation and Distribution Agreement.

“Pluto Equity Awards” has the meaning provided in the EMA.

“Pluto Federal Consolidated Income Tax Return” means any U.S. federal income Tax Return for the Pluto Affiliated Group.

“Pluto Group” means Pluto and its subsidiaries, excluding any entity that is a member of the Spinco Group, as determined immediately after the Distribution.

“Pluto Separate Return” means any Tax Return of, or including any member of, the Pluto Group (including any consolidated, combined or unitary Tax Return) that does not include any member of the Spinco Group.

“Post-Distribution Period” shall mean any taxable period (or portion thereof) beginning after the Distribution Date.

“Pre-Distribution Period” shall mean any taxable period (or portion thereof) ending on or before the Distribution Date.

“Pre-Distribution Tax Records” has the meaning set forth in Section 8.01.

“Preliminary Tax Advisor” has the meaning set forth in Section 12.03.

“**Prime Rate**” has the meaning set forth in the Separation and Distribution Agreement.

“**Privilege**” has the meaning set forth in the Separation and Distribution Agreement.

“**Proposed Acquisition Transaction**” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other Treasury Regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Spinco management or shareholders, is a hostile acquisition, or otherwise, as a result of which Spinco would merge or consolidate with any other Person or as a result of which any Person or any group of related Persons would (directly or indirectly) acquire, or have the right to acquire, from Spinco and/or one or more holders of outstanding shares of Spinco Capital Stock, any shares of Spinco Capital Stock. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Spinco of a shareholder rights plan, (ii) issuances by Spinco that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person’s performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d) or (iii) as otherwise expressly required or expressly permitted by this Agreement, the Business Combination Agreement, the Separation and Distribution Agreement or any Ancillary Agreement. For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

“**Representation Letters**” means the statements of facts and representations, officer’s certificates, representation letters and any other materials (including, without limitation, a Ruling Request and any related supplemental submissions to the IRS or other Tax Authority) delivered or deliverable by Pluto, Spinco, or Utah and their respective subsidiaries or representatives thereof in connection with the rendering by tax advisors, and/or the issuance by the IRS or other Tax Authority, of the Tax Opinions/Rulings.

“**Responsible Company**” means, with respect to any Tax Return, the Company having responsibility for preparing and filing, or causing to be prepared or filed, such Tax Return under Section 4.

“**Restricted Action**” means one of the actions described in Section 6.03(a).

“**Retention Date**” has the meaning set forth in Section 8.01.

“Ruling” means a private letter ruling issued by the IRS to Pluto prior to and in connection with the Contribution, the Spinco Cash Distribution, the Pluto Cash Distribution and the Distribution.

“Ruling Request” means any filing by Pluto with the IRS or other Tax Authority requesting (i) a Ruling or (ii) any other private letter ruling regarding certain tax consequences of the Separation Transactions, in each case including all attachments, exhibits, and other materials submitted with such filing and any amendment or supplement to such filing.

“SAG” means a group made up of one or more chains of corporations connected through stock ownership if such corporation owns directly stock meeting the Stock Ownership Requirement in at least one other corporation, and stock meeting the Stock Ownership Requirement in each of the corporations (except the parent) is owned directly by one or more of the other corporations.

“Separate Return” means a Pluto Separate Return or an Spinco Separate Return, as the case may be.

“Separation” has the meaning set forth in the Separation and Distribution Agreement.

“Separation and Distribution Agreement” has the meaning set forth in the Recitals to this Agreement.

“Separation Plan” means the step plan dated November 13, 2020, attached hereto as Exhibit A.

“Separation Transactions” means those transactions undertaken by the Companies and their Affiliates pursuant to the Separation Plan to separate the Spinco Business from the Pluto Business.

“Separation Transfer Taxes” means any Transfer Taxes incurred in connection with the Separation, the Contribution and the Distribution, including, for the avoidance of doubt, any Transfer Taxes incurred in connection with the transfer of employees, assets and liabilities from any member of the Pluto Group to any Specified CEE Entity; provided that with respect to any such Transfer Tax that is recoverable, (A) Spinco shall use commercially reasonable efforts to recover, all or a portion of, such Transfer Tax from the relevant Tax authority and (B) such Transfer Tax shall not be included in the definition of Separation Transfer Taxes except to the extent that such Transfer Tax has not been recovered within 12 months from the date on which such Transfer Tax was paid.

“Specified CEE Jurisdiction” means Bulgaria, Croatia, the Czech Republic, Hungary, Poland, Romania, Serbia, Slovakia or Slovenia.

“Specified CEE Entity” means any member of the Utah Group or the Spinco Group that is organized or Tax resident in a Specified CEE Jurisdiction.

“**Specified Post-Distribution Matters**” means the post-distribution matters listed on Schedule B.

“**Spinco**” has the meaning provided in the first sentence of this Agreement.

“**Spinco Assets**” has the meaning set forth in the Separation and Distribution Agreement.

“**Spinco Business**” has the meaning set forth in the Separation and Distribution Agreement.

“**Spinco Capital Stock**” means all classes or series of capital stock of Spinco, including (i) Spinco Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Spinco for U.S. federal income Tax purposes.

“**Spinco Carryback**” means any net operating loss, capital loss, excess tax credit, or other similar Tax item of any member of the Spinco Group which may or must be carried from one taxable period to another prior taxable period under the Code or other applicable Tax Law.

“**Spinco Cash Distribution**” has the meaning set forth in the Separation and Distribution Agreement.

“**Spinco Common Stock**” has the meaning given to the term “Spinco Common Stock” in the Separation and Distribution Agreement.

“**Spinco Compensatory Equity Interests**” means any option, stock appreciation rights, restricted stock, restricted stock units, performance share units, or other rights with respect to Spinco Capital Stock that are outstanding immediately after the Combination in connection with employee, independent contractor or direct compensation or other employer benefits (including, for the avoidance of doubt, options, stock appreciation rights, restricted stock, restricted stock units, performance share units, or other rights issued in respect of any of the foregoing by reason of or in connection with the Combination).

“**Spinco Entity**” means an entity which is a member of the Spinco Group, as determined immediately after the Distribution and immediately before the Combination.

“**Spinco Group**” means Spinco and its subsidiaries, as determined from time to time.

“**Spinco Liabilities**” has the meaning set forth in the Separation and Distribution Agreement.

“**Spinco Make-Whole Awards**” has the meaning set forth in the Employee Matters Agreement.

“**Spinco Pre-Combination Group**” means Spinco and its subsidiaries, immediately after the Distribution and immediately before the Combination.

“**Spinco Section 355(e) Event**” means the application of Section 355(e) of the Code to the Distribution by reason of the direct or indirect acquisition by one or more Persons of stock representing a fifty percent or greater interest (within the meaning of Section 355(e)(2)(A)(ii) of the Code) in any member of the Spinco Pre-Combination Group; *provided* that a Spinco Section 355(e) Event shall not be treated as having occurred solely by reason of the transactions required or expressly permitted by this Agreement, the Business Combination Agreement, the Separation and Distribution Agreement or any Ancillary Agreement.

“**Spinco Separate Return**” means any Tax Return of or including any member of the Spinco Pre-Combination Group (including any consolidated, combined or unitary Tax Return) that does not include any member of the Pluto Group.

“**Subsequent Ruling**” means a private letter ruling issued by the IRS to Pluto, after the Combination, to the effect that a Restricted Action will not affect the Tax-Free Status (other than clause (vi) of the definition of Tax-Free Status).

“**Subsequent Ruling Request**” means any filing by Pluto with the IRS or other Tax Authority requesting a Subsequent Ruling, including all attachments, exhibits, and other materials submitted with such filing and any amendment or supplement to such filing.

“**Stock Ownership Requirement**” means, with respect to a corporation, a requirement that is met if the stock owned represents at least 80% of the total voting power and at least 80% of the total value of the stock of such corporation.

“**Straddle Period**” means any taxable period that begins on or before and ends after the Distribution Date.

“**Tax**” or “**Taxes**” means (i) any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any governmental entity or political subdivision thereof, and (ii) any interest, penalty, additions to tax, or additional amounts in respect of the foregoing; *provided* that, solely for purposes of this Agreement (and, for the avoidance of doubt, not for purposes of any of the other Transaction Documents, as defined in the Business Combination Agreement), Taxes shall not include Employment Taxes.

“**Tax Advisor**” means a tax counsel or accountant of recognized national standing.

“Tax Attribute” or **“Attribute”** means (i) a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, unused general business credit, unused research and development credit or any other Tax Item that could reduce a Tax or create a Tax Benefit and (ii) earnings and profits (including previously-taxed earnings and profits), tax basis or other similar Tax attributes that could reduce a Tax or create a Tax Benefit.

“Tax Authority” means any governmental authority or any subdivision, agency, commission, or entity thereof, or any quasi-governmental or private body, in each case having jurisdiction over the assessment, determination, collection or imposition of any Tax (including for the avoidance of doubt, any of the foregoing having the authority to enter into any agreement, incentive arrangement or grant with respect to any Tax).

“Tax Benefit” means any refund, credit, or other reduction in otherwise required liability for Taxes.

“Tax Contest” means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund) by any Tax Authority with respect to any Tax Return.

“Tax-Free Status” means:

(i) the qualification of the Contribution, the Spinco Cash Distribution, Pluto Cash Distribution and the Distribution, taken together, as a “reorganization” under Section 368(a)(1)(D) of the Code;

(ii) the qualification of the Distribution as a transaction in which the Spinco Common Stock distributed to holders of Pluto Common Stock is “qualified property” for purposes of Section 361(c) of the Code;

(iii) the nonrecognition of income, gain or loss by Pluto and Spinco on the Contribution and the Distribution under Sections 355, 361 and/or 1032 of the Code, as applicable, other than intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code;

(iv) the nonrecognition of income, gain or loss by holders of Pluto Common Stock upon the receipt of Spinco Common Stock in the Distribution (except with respect to the receipt of cash in lieu of fractional shares of Spinco Common Stock, if any) under Section 355 of the Code;

(v) the nonrecognition of income, gain or loss by Pluto on the distribution of the proceeds of the Spinco Cash Distribution in the Pluto Cash Distribution to Pluto creditors or shareholders under Section 361(b) of the Code; and

(vi) the transactions described on Schedule A as being free from Tax to the extent set forth therein.

“**Tax Grants**” means the agreements listed on Schedule C.

“**Tax Item**” means, any item of income, gain, loss, deduction, credit, recapture of credit or any other item that increases or decreases income Taxes paid or payable.

“**Tax Law**” means the Law of any governmental entity or political subdivision thereof relating to any Tax.

“**Tax Opinions/Rulings**” means the opinions or legal memoranda of tax advisors and/or the rulings by the IRS or other Tax Authorities delivered or deliverable to Pluto in connection with the Contribution and the Distribution or otherwise with respect to the Separation Transactions.

“**Tax Records**” means any (i) Tax Returns, (ii) Tax Return workpapers, (iii) documentation relating to any Tax Contests, and (iv) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority.

“**Tax-Related Losses**” means:

(i) all Taxes imposed pursuant to any Final Determination;

(ii) all reasonable accounting, legal and other professional fees, court costs and other reasonable out-of-pocket costs incurred in connection with the assertion or imposition of such Taxes (whether or not ultimately imposed); and

(iii) all costs, expenses and damages, including all reasonable accounting, legal and other professional fees, court costs and other reasonable out-of-pocket costs, associated with stockholder litigation or controversies and any amount paid by Pluto (or any Pluto Affiliate) or Spinco (or any Spinco Affiliate) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Tax Authority;

in each case, resulting from the failure of the Contribution, the Spinco Cash Distribution, the Pluto Cash Distribution or the Distribution to qualify for Tax-Free Status or from the failure of a Separation Transaction described on Schedule A as being free from Tax to the extent set forth therein.

“**Tax Return**” or “**Return**” means any return or report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed under the Code or other Tax Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“**Technical Dispute**” means any Dispute (i) relating solely to one or more Technical Tax Matters or (ii) that the Parties otherwise agree shall be treated as a Technical Dispute.

“**Technical Tax Matter**” means any matter related to (i) the interpretation or application of Tax Law or (ii) calculations or other computations necessary to implement a provision of this Agreement or required by any Tax Law.

“**Transfer Pricing Adjustment**” means any proposed or actual allocation by a Tax Authority of any Tax Item between or among any member of the Pluto Group and any member of the Spinco Group with respect to any taxable period ending prior to or including the final Distribution Date.

“**Transfer Taxes**” means all transfer, documentary, stamp duty, sales, use, value added, goods and services, registration, filing, conveyance, real property transfer gains, commodities and any similar Taxes.

“**Treasury Regulations**” means the regulations promulgated from time to time under the Code as in effect for the relevant taxable period.

“**Unqualified Tax Opinion**” means an unqualified “will” opinion of a Tax Advisor, which Tax Advisor is acceptable to Pluto, on which Pluto may rely to the effect that a Restricted Action will not affect the Tax-Free Status. Any such opinion must assume that the Contribution and the Distribution would have qualified for Tax-Free Status if the Restricted Action in question did not occur.

“**Utah**” means Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands.

“**Utah Group**” means Utah and its subsidiaries, as determined immediately before the Combination.

SECTION 2. INDEMNIFICATION.

Section 2.01. *Indemnification for Taxes and Tax-Related Losses.*

(a) *Pluto Liability.* Pluto shall be liable for, shall pay and shall indemnify and hold harmless the Spinco Group from and against any liability for Tax-Related Losses and other Taxes that, in each case, are allocated to Pluto or the Pluto Group under Section 3.

(b) *Spinco Liability.* Spinco shall be liable for, shall pay and shall indemnify and hold harmless the Pluto Group from and against any liability for Tax-Related Losses and other Taxes that, in each case, are allocated to Spinco under Section 3.

Section 2.02. *Indemnification Payments.*

(a) All Indemnity Payments under this Agreement shall be made by Pluto directly to Spinco and by Spinco directly to Pluto; *provided, however*, that if the Companies mutually agree with respect to any such Indemnity Payment, any member of the Pluto Group, on the one hand, may make such Indemnity Payment to any member of the Spinco Group, on the other hand, and vice versa.

(b) Subject to Section 2.02(c) below, in the absence of any change in Tax treatment under the Code and except as otherwise required by other applicable Tax Law, all Indemnity Payments shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution.

(c) Anything herein to the contrary notwithstanding, to the extent the Indemnifying Party makes a payment of interest to the Indemnified Party under Section 13, the interest payment shall be treated as interest expense to the Indemnifying Party (deductible to the extent provided by Law) and as interest income by the Indemnified Party (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any associated Tax Benefit to the Indemnifying Party or increase in Tax to the Indemnified Party.

(d) If an indemnification obligation of any Indemnifying Party under this Agreement arises in respect of an adjustment that results in an offsetting deduction or other item for the Indemnified Party which would not otherwise be allowable but for such adjustment, the amount of any Indemnity Payment shall be reduced to take into account any actual Tax Benefit realized by the Indemnified Party's Group with respect to such deduction or other item, determined using a "with and without" methodology (treating any deductions attributable to the Indemnity Payment as the last items claimed for any taxable period including after the utilization of any available Tax Attributes).

(e) Pluto and Spinco and the members of their respective Groups shall discharge their obligations under Section 2.01 by paying the relevant amount within thirty (30) days after written demand therefor. Any such demand shall include the amount due under Section 2.01. Notwithstanding the foregoing, if Pluto or Spinco disputes in good faith the fact or amount of its obligation under Section 2.01, then no payment of the amount in dispute shall be required until any such good faith dispute is resolved in accordance with Section 12; *provided, however*, that any amount not paid within thirty (30) days after written demand therefor shall bear interest as provided in Section 13.

Section 2.03. *Limitation on Liability for Non-Income Taxes.* Notwithstanding anything to the contrary in this Agreement, a Company shall not be required to pay, indemnify or hold harmless the other Company for any non-income Taxes pursuant to this Section 2:

(a) to the extent such non-income Taxes were taken into account as liabilities in the determination of the Closing Working Capital, as finally determined pursuant to Section 2.16 of the Separation and Distribution Agreement; or

(b) arising from any individual claim (or series of related claims arising out of the same facts or circumstances) if the amount of such non-income Taxes paid or payable with respect to such claim or series of claims is less than \$50,000.

SECTION 3. ALLOCATION OF TAX LIABILITIES AND OTHER TAX MATTERS.

Section 3.01. Allocation of Tax-Related Losses.

(a) *Allocation of Tax-Related Losses to Pluto.* Pluto shall be allocated all Tax-Related Losses other than Tax-Related Losses allocated to Spinco pursuant to Section 3.01(b).

(b) *Allocation of Tax-Related Losses to Spinco.* Subject to Section 3.01(c), Spinco shall be allocated all Tax-Related Losses arising out of:

(i) a Spinco Section 355(e) Event;

(ii) a breach of any representation in Section 6.01(b);

(iii) a breach of any covenant in Section 6.02; or

(iv) an action or omission by any member of the Spinco Group or the Utah Group described in Section 6.03 (without regard to whether Spinco received Legal Comfort with respect to that action or omission).

(c) *Allocation of Tax-Related Losses According to Relative Fault.* If any Tax-Related Losses are described in Section 3.01(b) but also would not have been imposed but for an action or omission by any member of the Pluto Group, such Tax-Related Losses shall be allocated between Pluto and Spinco in proportion to the relative degrees of fault of the members of the Pluto Group, on the one hand, and the Spinco Group, on the other hand.

(d) Notwithstanding anything to the contrary in Section 3.02, Section 3.03, Section 3.04 or Section 3.05, only this Section 3.01 shall allocate Tax-Related Losses to Spinco or Pluto.

Section 3.02. General Rule for Allocation of Taxes. Except as provided in Section 3.01, Section 3.03, Section 3.04 or Section 3.05, Taxes shall be allocated as follows:

(a) *Allocation of Taxes Relating to Joint Returns.* With respect to any Joint Return, Pluto shall be allocated all Taxes due with respect to or required to be reported on any such Tax Return (including any increase in such Tax as a result of a Final Determination; *provided, however,* that to the extent any such Joint Return includes any Tax Item attributable to any member of the Spinco Group or the Spinco Business for any Post-Distribution Period, Spinco shall be allocated all Taxes attributable to such Tax Items.

(b) *Allocation of Taxes Relating to Separate Returns.*

(i) Pluto shall be allocated all Taxes due with respect to or required to be reported on (x) any Pluto Separate Return for any taxable period and (y) any Spinco Separate Return for any Pre-Distribution Period (including, in each case, any increase in such Tax as a result of a Final Determination).

(ii) Spinco shall be allocated any and all Taxes due with respect to or required to be reported on any Spinco Separate Return (including any increase in such Tax as a result of a Final Determination) for any Post-Distribution Period.

Section 3.03. *Other Spinco Liability.* Except as provided in Section 3.01 or Section 3.05, Spinco shall be allocated any Tax resulting from a breach by Spinco of any covenant in this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement.

Section 3.04. *Other Pluto Liability.* Except as provided in Section 3.01 or Section 3.05, Pluto shall be allocated:

(a) any Taxes imposed on any member of the Spinco Group under Treasury Regulations Section 1.1502-6 (or similar provision of state, local or foreign Law) solely as a result of any such member being or having been a member of the Pluto Affiliated Group (or any similar group under state, local or foreign Law);

(b) any Taxes of any member of the Pluto Affiliated Group (including any applicable member of the Spinco Group) arising by operation of Section 965 of the Code, including any "net tax liability under this section" (as defined in Section 965(h) of the Code) (whether or not the election described in Section 965(h) of the Code is or has been made);

(c) any Tax resulting from a breach by Pluto of any covenant in this Agreement, the Separation and Distribution Agreement or any Ancillary Agreement;

(d) any Separation Transfer Taxes; and

(e) any Delayed Market Tax Costs, except to the extent that the amount of any corresponding payment with respect to, or on account of, a Delayed Market Transaction made by a member of the Spinco Group to a member of the Pluto Group is reduced in respect of any such Delayed Market Tax Costs pursuant to the agreement governing such corresponding payment.

Section 3.05. *Allocation of Taxes According to Relative Fault.* If any Taxes are described in both Section 3.03 and Section 3.04(c), such Taxes shall be allocated between Pluto and Spinco in proportion to the relative degrees of fault of Pluto, on the one hand, and Spinco, on the other hand.

Section 3.06. *Employment Taxes; Certain Deductions.*

(a) *Allocation of Employment Taxes.* Notwithstanding anything contained herein to the contrary, this Agreement, including Section 3 hereof, shall not apply with respect to Employment Taxes. Employment Taxes shall be allocated as provided in the Employee Matters Agreement. All obligations with respect to the withholding, reporting, remitting or payment obligations or any regulatory filing obligation in connection with Employment Taxes, Pluto Equity Awards or the Spinco Make-Whole Awards shall be governed by the Employee Matters Agreement.

(b) *Allocation of Certain Compensation Deductions.* The Pluto Group shall be allocated any Tax deduction relating to:

(i) the exercise, vesting and/or settlement of the Pluto Equity Awards, and

(ii) any Liabilities with respect to compensation or benefits that any Pluto Group member assumes or retains in connection with the Transactions (such deductions, collectively, the “**Pluto Compensation Tax Assets**”).

(c) *Payments for Pluto Compensation Tax Assets.* If a Pluto Compensation Asset gives rise to a deduction for any member of the Spinco Group in any Post-Distribution Period, Pluto will be entitled to annual payments from Spinco of the actual Tax Benefit of the Spinco Group arising from such Pluto Compensation Tax Asset, determined using a “with and without” methodology (treating any deductions attributable to the use by a member of the Spinco Group of a Pluto Compensation Tax Asset as the last item claimed for any taxable period including after the utilization of any available Tax Attributes).

Section 3.07. *Determination of Tax Attributable to the Spinco Business.*

(a) *Apportionment.* The Parties and their respective Affiliates shall elect to close the taxable period of each Spinco Group member as of the end of the Distribution Date, to the extent permitted by applicable Tax Law; *provided, however,* that if applicable Tax Law does not permit a member of the Spinco Group to close its taxable period at such time, the Tax attributable to the operations of such member of the Spinco Group for any Pre-Distribution Period shall be determined using the Apportionment Method.

(b) Notwithstanding Section 3.07(a), any and all Taxes reported, or required to be reported, on a Spinco Separate Return, or a Tax Return of a member of the Pluto Group to the extent attributable to a member of the Spinco Group, under Section 951(a) or Section 951A(a) of the Code (“**Spinco Subpart F Taxes**”) that, in each case, are attributable to Tax Items for a Pre-Distribution Period (determined as though the taxable period of each controlled foreign corporation (within the meaning of Section 957 of the Code) giving rise to Tax Items ended on the Distribution Date) shall be allocated to Pluto, and any Spinco Subpart F Taxes that, in each case, are attributable to Tax Items for a Post-Distribution Period (determined as though the taxable period of each controlled foreign corporation (within the meaning of Section 957 of the Code) giving rise to Tax

Items ended on the Distribution Date) shall be allocated to Spinco; *provided, further*, that for purposes of determining the amount of Spinco Subpart F Taxes allocated to Pluto above, (i) the portion of any Spinco Subpart F Taxes allocated to Pluto shall not exceed the amount of Taxes that the Spinco Pre-Combination Group would have been required to pay (for the avoidance of doubt, taking into account all items of deduction and credit which would have been allowed to members of the Spinco Pre-Combination Group) in respect of inclusions under Section 951(a) and 951A(a) of the Code, respectively, if (x) the Spinco Pre-Combination Group were a stand-alone affiliated group of corporations the domestic members of which joined in the filing of a consolidated U.S. federal income Tax return and (y) the taxable period of each member of the Spinco Pre-Combination Group ended on the Distribution Date, and (ii) the “qualified business asset investment” (as such term is used in Section 951A(d) of the Code) of each relevant controlled foreign corporation (within the meaning of Section 957 of the Code) for a Pre-Distribution Period shall be determined consistent with Treasury Regulations Section 1.951A-3(f) (as though the taxable period of such controlled foreign corporation ended on the Distribution Date).

(c) *Next Day Rule*. For all purposes under this Agreement, Pluto and Spinco hereby agree that any transaction with respect to Spinco or the Spinco Group occurring on the Distribution Date but after the Distribution Effective Time (other than any transaction occurring in the ordinary course of business) shall be treated for all Tax purposes (to the extent permitted by applicable Tax Law, including Treasury Regulations Section 1.1502-76(b) (the “**Next Day Rule**”)) as occurring at the beginning of the day following the Distribution Date.

SECTION 4. PREPARATION AND FILING OF TAX RETURNS.

Section 4.01. *Pluto Responsibility*. Pluto has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

(a) Joint Returns;

(b) Pluto Separate Returns; and

(c) Spinco Separate Returns that relate solely to any Pre-Distribution Period, *provided* that with respect to any such Spinco Separate Return that is prepared, or caused to be prepared, by Pluto but that is required to be filed by a member of the Spinco Group under applicable Tax Law, Pluto shall provide such Tax Return to Spinco prior to the due date for filing such Tax Return (taking into account applicable extension periods), and Spinco shall execute and file, or cause to be executed and filed, such Tax Return; *provided further* that if Spinco promptly delivers to Pluto a written notice of objection stating that Spinco has determined in good faith that it is not permitted to file such Tax Return under applicable Law, the Companies shall resolve any Dispute under Section 12 of this Agreement. In the event that the Dispute is not resolved before the due date of such Tax Return, such Tax Return shall be filed reflecting Spinco’s objection on the Dispute, and (i) if required, an amended Tax Return shall be filed after the resolution of the Dispute that reflects the resolution of the Dispute and (ii) the Parties shall make appropriate adjustments to any Indemnity Payment due or previously paid to reflect such resolution.

Section 4.02. *Spinco Responsibility.* Spinco shall prepare and file, or shall cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the Spinco Group (including, for the avoidance of doubt, any Spinco Separate Return) other than those Tax Returns which Pluto is required to prepare and file, or cause to be prepared and filed, under Section 4.01.

Section 4.03. *Tax Returns for Certain Transfer Taxes.* Notwithstanding Section 4.01 and Section 4.02, the Party responsible, or whose subsidiary is responsible, for filing any Tax Return with respect to any Separation Transfer Taxes under applicable Law shall prepare and file, or cause to be prepared and filed, any Tax Returns with respect to such Transfer Taxes.

Section 4.04. *Tax Payments for Tax Returns.* With respect to any Tax Return, the Company required to file such Tax Return under applicable Law shall pay, or cause to be paid, the amount shown as due on such Tax Return to the applicable Tax Authority on or before the relevant Payment Date (and provide notice and proof of payment to the other Company in the case of a Joint Return). If any portion of such payment is in respect of Taxes for which an Indemnifying Party has an indemnity obligation under Section 2, the Indemnifying Party shall pay the amount required to be so indemnified to the Indemnified Party in accordance with Section 2.

Section 4.05. *Tax Reporting Practices.*

(a) *Pluto General Rule.* Except as provided in Section 4.05(c), Pluto shall prepare, or cause to be prepared, any Tax Return described in Section 4.01 in accordance with reasonable Tax accounting practices selected by Pluto.

(b) *Spinco General Rule.* Except as provided in Section 4.05(c), with respect to any Tax Return for a Straddle Period that Spinco has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 4.02, such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used with respect to the Tax Return of the relevant member(s) of the Spinco Group in question (unless there is no reasonable basis for the use of such Past Practices or unless there is no adverse effect to Pluto), and, to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use such Past Practices or there is no adverse effect to Pluto), in accordance with reasonable Tax accounting practices selected by Spinco. Spinco shall not amend, refile or otherwise take any action with respect to any Tax Return with respect to one or more members of the Spinco Pre-Combination Group previously filed with respect to any Pre-Distribution Period without the prior written consent of Pluto, not to be unreasonably withheld or delayed.

(c) *Reporting of Separation Transactions.* The Tax treatment of the Separation Transactions reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Requests, the Tax Opinions/Rulings or as set forth on Schedule A, as applicable, taking into account the jurisdiction in which such Tax Returns are filed.

Section 4.06. *Consolidated or Combined Tax Returns.* Spinco will, and will cause its respective Affiliates to, use reasonable best efforts to elect and join in filing any Joint Returns that Pluto determines are required to be filed or that Pluto chooses to file pursuant to Section 4.01(a).

Section 4.07. *Right to Review Tax Returns.*

(a) *General.* The Responsible Company with respect to any material Tax Return shall make the portion of such Tax Return and related workpapers that are relevant to the determination of the other Company's rights or obligations under this Agreement available for review by the other Company, if requested, (i) to the extent such Tax Return relates to Taxes for which the requesting Party would reasonably be expected to be liable, (ii) such Tax Return relates to Taxes and the requesting Party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of Taxes reported on such Tax Return or (iii) such Tax Return relates to Taxes for which the requesting Party would reasonably be expected to have a claim for Tax Benefits under this Agreement. The Responsible Company shall use its commercially reasonable efforts to make such portion of such Tax Return available for review as required under this Section 4.07(a) sufficiently in advance of the due date for filing of such Tax Return to provide the other Company with a meaningful opportunity to analyze and comment on such Tax Return. The Companies shall attempt in good faith to resolve any dispute arising out of the review of such Tax Return, but if the Companies are unable to resolve such dispute, the resolution of such dispute shall be governed by Section 12 of this Agreement. In the event that such dispute is not resolved before the due date of such Tax Return, such Tax Return shall be filed on the basis prepared by the Responsible Company (as revised to reflect any comments made by the other Company which are not the subject of a dispute), and (i) if required, an amended Tax Return shall be filed after the resolution of such dispute that reflects the resolution of such dispute and (ii) the Parties shall make appropriate adjustments to any Indemnity Payment due or previously paid to reflect such resolution.

(b) *Material Tax Returns.* For purposes of Section 4.07(a), a Tax Return is "material" if, and only if, it could reasonably be expected to reflect (i) Tax liability equal to or in excess of \$1 million, (ii) a Tax credit or credits equal to or in excess of \$1 million or (iii) a Tax loss or losses equal to or in excess of \$5 million, in each case with respect to the requesting Party.

Section 4.08. *Spinco Carrybacks and Claims for Refund.* Spinco hereby agrees that, unless Pluto consents in writing, (i) Spinco shall not file, or cause to be filed, any Adjustment Request with respect to any Joint Return, (ii) Spinco shall make, or cause to be made, any available elections to waive the right to claim in any Pre-Distribution Period with respect to any Joint Return any Spinco Carryback arising in a Post-Distribution Period; and (iii) Spinco shall not make, or cause to be made, any affirmative election to claim any Spinco Carryback described in clause (ii).

Section 4.09. *Apportioned Tax Attributes.*

(a) Pluto shall in good faith advise Spinco in writing of the amount, if any, of Tax Attributes which Pluto determines, from time to time (including as a result of any adjustment on audit), shall be allocated or apportioned to the Spinco Group (or any member thereof) under applicable Law, provided that this Section 4.09 shall not be construed as obligating Pluto to undertake any such determination as to the amount, allocation or apportionment of any Apportioned Tax Attribute. Spinco agrees that it shall accept Pluto's allocation or apportionment of Apportioned Tax Attributes (and Spinco and all members of the Spinco Group shall prepare all Tax Returns in accordance therewith) unless such allocation or apportionment is manifestly unreasonable or manifestly erroneous.

(b) Spinco may request that Pluto undertake a determination of the portion, if any, of any Apportioned Tax Attribute to be allocated or apportioned to the Spinco Group (or any member thereof) under applicable Law, if such allocation or apportionment was not determined by Pluto pursuant to Section 4.09(a). If Pluto agrees to undertake such determination, Pluto shall in good faith advise Spinco in writing of the amount, if any, of any Apportioned Tax Attributes which Pluto determines shall be allocated or apportioned to the Spinco Group (or any member thereof) under applicable Law. Spinco agrees that it shall accept Pluto's allocation or apportionment of Apportioned Tax Attributes (and Spinco and all members of the Spinco Group shall prepare all Tax Returns in accordance therewith) unless such allocation or apportionment is manifestly unreasonable or manifestly erroneous. Spinco shall reimburse Pluto for all reasonable third-party costs and expenses incurred by the Pluto Group in connection with such determination requested by Spinco within ten (10) Business Days after receiving an invoice from Pluto therefor.

(c) To the extent that Pluto determines, in its sole and absolute discretion, not to undertake a determination requested by Spinco pursuant to Section 4.09(b), or does not otherwise advise Spinco of its intention to undertake such determination within twenty (20) Business Days of the receipt of such request, Spinco shall be permitted to undertake such determination at its own cost and expense and shall notify Pluto of its determination, which determination shall be binding upon Pluto, unless such determination is manifestly unreasonable or manifestly erroneous.

(d) Nothing in this Section 4.09 shall limit a Company's rights and obligations under Section 7.01.

SECTION 5. TAX REFUNDS.

Section 5.01. *Tax Benefits.* Each Company shall be entitled to any Tax Benefit (and any interest thereon received from the applicable Tax Authority) of Taxes for which it is liable hereunder. A Company receiving any Tax Benefit to which another Company is entitled under this Section 5.01 shall pay over the amount of such Tax Benefit to such other Company within thirty (30) days after such Tax Benefit is received.

SECTION 6. TAX-FREE STATUS.

Section 6.01. *Representations and Warranties.*

(a) Pluto hereby represents and warrants or covenants and agrees, as appropriate, (i) that the facts presented and the representations made in the Representation Letters, to the extent descriptive of (A) the Pluto Group at any time or (B) the Spinco Pre-Combination Group at any time prior to the Distribution (including, in each case, (x) the business purposes for the Distribution described in the Representation Letters to the extent that they relate to the Pluto Group at any time or the Spinco Pre-Combination Group at any time prior to the Distribution, and (y) the plans, proposals, intentions and policies of the Pluto Group at any time or the Spinco Pre-Combination Group at any time prior to the Distribution), were true, correct and complete in all respects when given and have continued to be true, correct and complete in all respects through the Distribution and (ii) that Pluto has obtained a Tax Opinion/Ruling at a “should”-level or higher for each of the Internal Tax-Free Separation Transactions listed under the heading “U.S. Federal Income Tax Treatment” on Schedule A.

(b) Spinco hereby represents that as of immediately after the Combination, neither Spinco nor any member of the Spinco Group has any plan or intention to

(i) take or fail to take (or cause or permit any of its subsidiaries to take or fail to take) any action that would breach a covenant under Section 6.02 or Section 6.03; or

(ii) take or fail to take (or permit any of its subsidiaries to take or fail to take) any action inconsistent with any representation in the Representation Letter delivered by Utah.

(c) Spinco hereby represents that all, except as otherwise expressly required or expressly permitted by this Agreement, the Business Combination Agreement, the Separation and Distribution Agreement or any Ancillary Agreement, Spinco Capital Stock issued (i) within two years after the Distribution Date pursuant to or in respect of Spinco Compensatory Equity Interests, or (ii) at any time after the Distribution Date pursuant to or in respect of Spinco Compensatory Equity Interests issued or granted within two years after the Distribution Date, in each case will satisfy Safe Harbor VIII (relating to acquisitions in connection with a person’s performance of services) of Treasury Regulations Section 1.355-7(d).

Section 6.02. *Spinco Covenants.* Spinco shall not take or fail to take (or cause or permit any of its subsidiaries to take or fail to take) any action if (i) such action or omission is outside the ordinary course of business operations and would adversely affect or could reasonably be expected to adversely affect the Tax-Free Status of the Contribution, the Spinco Cash Distribution, the Pluto Cash Distribution, the Distribution or the transactions described in Schedule A, (ii) such action or omission could reasonably be expected to be inconsistent with any Specified Post-Distribution Matter or (iii) such action or omission could reasonably be expected to be inconsistent with any Tax Grant, except, in each case, as otherwise expressly required or expressly permitted by this Agreement, the Business Combination Agreement, the Separation and Distribution Agreement or any Ancillary Agreement.

Section 6.03. *Restricted Actions.*

(a) Subject to Section 6.03(b), on or before the two-year anniversary of the Distribution Date, Spinco shall not (and shall cause its subsidiaries not to), in a single transaction or series of transactions:

(i) enter into any Proposed Acquisition Transaction or permit any Proposed Acquisition Transaction to occur (whether by (A) redeeming rights under a shareholder rights plan, (B) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, or any “fair price” or other provision of Spinco’s charter or bylaws, or (D) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment, (E) or otherwise);

(ii) cause or permit Spinco or any member of the Spinco Pre-Combination Group that was a “controlled corporation” in any Separation Transaction and is identified as a “controlled corporation” on Schedule A, within the meaning of Section 355 of the Code, to merge, consolidate or amalgamate with any other Person or liquidate or partially liquidate;

(iii) cause or permit (A) a member of the Spinco Pre-Combination Group whose Active Trade or Business is relied upon in the Tax Opinions/Rulings for purposes of qualifying a transaction as tax-free pursuant to Section 355 of the Code or other Tax Law to cease being engaged in that Active Trade or Businesses, or (B) a member of the Spinco Group to dispose of, directly or indirectly, any interest in a member of the Spinco Pre-Combination Group described in clause (A), other than dispositions to any member of the SAG of Spinco;

(iv) other than sales or transfers of inventory in the ordinary course of business, (A) sell all or substantially all of the assets that were transferred to Spinco pursuant to the Contribution or (B) transfer 25% or more of the gross assets of any Active Trade or Business relied upon in any of the Tax Opinions/Rulings for purposes of Section 355(b)(2) of the Code or 25% or more of the consolidated gross assets of the Spinco Pre-Combination Group (such percentages to be measured based on fair market value as of the Distribution Date, as reported in writing by Pluto to Spinco within ninety (90) days of the Distribution Date);

(v) redeem or otherwise repurchase (directly or through a member of the Spinco Group) any Spinco Capital Stock, unless:

(A) the Ruling includes a ruling substantially to the effect that a redemption or repurchase of Spinco Capital Stock meeting certain conditions will be treated as being made on a *pro rata* basis from all holders (other than holders specified in the Ruling) for purposes of testing the effect of such redemption or repurchase on the Distribution under Section 355(e), and such redemption or repurchase satisfies such conditions, and

(B) either (x) such redemption or repurchase satisfies Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to its amendment by Revenue Procedure 2003-48), or (y) the Ruling includes a ruling substantially to the effect that a redemption or repurchase meeting certain conditions that does not otherwise satisfy clause (x) hereof will not be evidence that the Distribution was used principally as a device for the distribution of earnings and profits of Pluto or Spinco or both under Section 355(a)(1)(B), and such redemption or repurchase satisfies such conditions);

(vi) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of Spinco Capital Stock (including, without limitation, through the conversion of one class of Spinco Capital Stock into another class of Spinco Capital Stock).

(b) Spinco may take, or may cause its subsidiaries to take a Restricted Action if (x) Spinco has received “**Legal Comfort**” with respect to such Restricted Action or (y) Pluto has waived the requirement to obtain Legal Comfort with respect to such Restricted Action. For this purpose, Spinco has received Legal Comfort if, prior to taking a Restricted Action:

(i) Spinco has requested that Pluto obtain a Subsequent Ruling in accordance with Section 6.04 and Pluto has received such a Subsequent Ruling in form and substance satisfactory to Pluto, acting in good faith; or

(ii) Spinco has provided Pluto with an Unqualified Tax Opinion in form and substance satisfactory to Pluto, acting in good faith (and in determining whether an opinion is satisfactory, Pluto may consider, among other factors, the appropriateness of any underlying assumptions and management’s representations if used as a basis for the opinion and Pluto may determine that no opinion would be acceptable to Pluto if Pluto does so acting in good faith).

Section 6.04. *Procedures Regarding Legal Comfort.*

(a) *Cooperation.* In addition to any obligations to cooperate contained in Section 7.01, if Spinco notifies Pluto that it desires to take a Restricted Action, Pluto and Spinco shall reasonably cooperate to attempt to obtain Legal Comfort with respect to the Restricted Action, unless Pluto shall have waived the requirement to obtain such Legal Comfort. In no event shall Pluto be required to file any Subsequent Ruling Request under this Section 6.04(a) unless Spinco represents that (i) it has read the Subsequent Ruling Request and (ii) all information and representations, if any, relating to any member of the Spinco Group contained in the Subsequent Ruling Request and accompanying documents are (subject to any qualifications therein) true, correct and complete. With respect to any Subsequent Ruling or Subsequent Ruling Request, Spinco shall not be required to make (or cause any Affiliate of Spinco to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) *Reimbursement of Expenses for Legal Comfort.* Spinco shall reimburse Pluto for all reasonable costs and expenses incurred by the Pluto Group in connection with the cooperation with respect to obtaining Legal Comfort, within thirty (30) days after receiving an invoice from Pluto therefor.

(c) *Subsequent Ruling Process.* Spinco hereby agrees that Pluto shall have control over the process of obtaining any Subsequent Ruling, and that only Pluto shall apply for a Subsequent Ruling. In addition to any obligations to cooperate contained in Section 7.01, in connection with obtaining a Subsequent Ruling:

(i) Pluto shall keep Spinco informed in a timely manner of all material actions taken or proposed to be taken by Pluto in connection therewith;

(ii) Pluto shall (1) reasonably in advance of the submission of any Subsequent Ruling Request documents provide Spinco with a draft copy thereof, (2) reasonably consider Spinco's comments on such draft copy, and (3) provide Spinco with a final copy of such Subsequent Ruling Request filed with the IRS; and

(iii) Pluto shall provide Spinco with notice reasonably in advance of, and nationally recognized tax counsel to Spinco reasonably acceptable to Pluto shall have the right to attend, any formally scheduled meetings (including telephonic meetings) with the IRS (subject to the approval of the IRS) that relate to such Subsequent Ruling.

Section 6.05. *Protective 336(e) Election.* Pursuant to Treasury Regulation Sections 1.336-2(h)(1)(i) and 1.336-2(j), Pluto shall make a timely protective election under Section 336(e) of the Code and the Treasury Regulations issued thereunder and any similar provision of state or local Tax Law (and any related elections as determined by Pluto) with respect to the Distribution (collectively, a "**Section 336(e) Election**"). If and to the extent that Tax-Free Status does not apply with respect to the Distribution and Pluto is liable under Section 2.01(a) for any resulting Tax-Related Losses (including any Taxes attributable to the Section 336(e) Election), then, to that extent, Pluto will be entitled to annual payments from Spinco of the actual Tax Benefit of the Spinco Group arising from the step-up in Tax basis resulting from the Section 336(e) Election, determined using a "with and without" methodology (treating any deductions attributable to the step-up in tax basis resulting from the Section 336(e) Election as the last items claimed for any taxable period including after the utilization of any available Tax Attributes).

Section 6.06. *Tax Grants*. Spinco shall not modify, amend or terminate any Tax Grant without the prior written consent of Pluto, which consent shall not be unreasonably withheld, conditioned or delayed, unless such modification, amendment or termination would not result in any increase in the amount of any Taxes allocated to Pluto under this Agreement.

Section 6.07. *Maintenance of Certain Ownership*. From and after the Distribution Time and until December 1, 2020, Spinco shall not (and shall cause its Subsidiaries not to) cause or permit any “extraordinary reduction” (within the meaning of Treasury Regulations § 1.245A-5T(e)(2)) to occur with respect to the ownership of such Specified CFC (as defined below) by any member of the Spinco Pre-Combination Group (including any successor thereto) that is a “controlling section 245A shareholder” (within the meaning of Treasury Regulations § 1.245A-5T(i)(2)) of such Specified CFC. For purposes of this Section 6.07, (i) a “Specified CFC” means (A) Upjohn Netherlands B.V., (B) any other member of the Spinco Pre-Combination Group that is a “controlled foreign corporation,” within the meaning of Section 957(a) of the Code, and that Spinco owns indirectly, in whole or in part, through Upjohn Netherlands B.V., (C) Pfizer Parke Davis (Thailand) Ltd. and (D) Upjohn (Thailand) Limited and (ii) any reference to any term or provision of Treasury Regulations § 1.245A-5T includes a reference to the same or similar term or provision in any final, amended or successor regulations adopted by the IRS.

Section 6.08. *Maintenance of Certain Entities*. From and after the Distribution Date and until the date that is two years following the Distribution Date, (i) Spinco shall provide Pluto written notice at least thirty (30) days prior to effecting any proposed transfer, sale, liquidation, merger or other legal reorganization of any of PF Asia Manufacturing B.V., Pfizer Asia Pacific Pte Ltd., Pfizer PFE Ireland Pharmaceuticals Holding 1 B.V., Pfizer Pharmaceuticals LLC and G.D. Searle LLC (together, the “PFAM Entities”), which written notice shall include a description in reasonable detail of the proposed transaction(s) and the purposes thereof, (ii) Spinco shall cooperate in good faith with Pluto in considering any alternative transaction(s) proposed by Pluto in writing with respect to the PFAM Entities (including, without limitation, a delay in implementing the proposed transaction(s)) for purposes of minimizing potential taxes that could be imposed pursuant to articles 49 and 50a of the German Income Tax Act (*Einkommensteuergesetz*), and (iii) if Pluto has proposed an alternative transaction(s) with respect to the PFAM Entities but Pluto and Spinco have not agreed that Spinco will implement such alternative transaction(s) (with such changes as Pluto and Spinco may agree), then, if and only if (x) such alternative transaction(s) proposed by Pluto would not put Spinco in a worse position than Spinco would be in if Spinco were to implement the transaction(s) as proposed by Spinco as determined by Spinco exercising its reasonable judgment in good faith, and (y) Pluto agrees to indemnify Spinco for the incremental out-of-pocket costs and expenses reasonably incurred by Spinco as a result of such alternative transaction(s),

Spinco shall implement such alternative transaction(s) with respect to the PFAM Entities as proposed by Pluto; provided, that Spinco shall not be required to take any action specified in clauses (i)-(iii) of this Section 6.08 if Pluto receives written confirmation from the applicable German Tax Authority that such Tax Authority will not impose tax on Pluto or any of its Affiliates pursuant to articles 49 and 50a of the German Income Tax Act (*Einkommensteuergesetz*) with respect to the PFAM Entities.

SECTION 7. ASSISTANCE AND COOPERATION.

Section 7.01. Assistance and Cooperation.

(a) The Companies shall cooperate (and cause their respective Affiliates to cooperate) in a timely manner with each other and with each other's agents and advisors, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed, (v) obtaining a Subsequent Ruling or any supplemental rulings with respect to the Ruling or any Subsequent Ruling and (vi) minimizing or mitigating any Separation Transfer Taxes or Combination Transfer Taxes. Such cooperation shall include making all Pre-Distribution Tax Records in their possession relating to the other Company and its Affiliates available to such other Company in a timely manner as provided in Section 8. Each of the Companies shall also make available in a timely manner to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes. In fulfilling its obligations under this Section 7.01(a) with respect to the preparation and filing of any Tax Return, each Party shall use its reasonable efforts to respond to requests made by the other Party in a manner that permits such other Party to prepare and file such Tax Return consistent with the past practices of such other Party, including as to the time of filing of such Tax Return, as communicated to the first Party.

(b) Without limiting the generality of Section 7.01(a), Pluto shall cooperate (and cause their respective Affiliates to cooperate) in a timely manner with Spinco and with its agents and advisors, including accounting firms and legal counsel, in connection with (i) maintaining the Tax-Free Status of the Contribution, the Spinco Cash Distribution, the Pluto Cash Distribution, the Distribution and the transactions described in Schedule A, (ii) maintaining any arrangement with respect to any Specified-Post Distribution Matter and (iii) complying with the terms of any Tax Grant. Such cooperation shall include, without limitation (w) at Pluto's cost and expense making available (in electronic versions) copies of all Tax Opinions/Rulings (in a complete and unredacted form) and other written advice relied upon in making the determination that the transactions listed on Schedule A were free from Tax to the extent set forth therein, (x) allowing reasonable access to Pluto's internal personnel and (y) beginning in the

quarter in which the Combination occurs and ending with the quarter in which the second anniversary of the Combination occurs, Pluto and Pluto's outside advisors' (including any accounting firms or legal counsel that advised Pluto in connection with the Separation Plan, the Specified Post-Distribution Matters or any Tax Grant), at Pluto's cost and expense, participating in one telephonic meeting with Spinco per quarter (each not to exceed three (3) hours in duration) in which Pluto, such advisors and Spinco shall discuss the matters described in the previous sentence on the basis of an agenda, discussion points and/or questions submitted by Spinco no later than two (2) Business Days before such meeting and (z) at Spinco's cost and expense, allowing reasonable access to outside advisors, including any accounting firms or legal counsel that advised Pluto in connection with the Separation Plan or advised on establishing the arrangements with respect to any of the matters described in the previous sentence. For the avoidance of doubt, Pluto does not waive any rights it is otherwise entitled to under this Agreement by reason of Pluto's cooperation (or the cooperation of its Affiliates, agents and advisors) under this Section 7.01(b). Spinco acknowledges and agrees that it shall not be entitled to use any cooperation given by Pluto or its Affiliates, agents or advisors pursuant to this Section 7.01(b) as a defense (and hereby waives any such defense) against any claim for indemnification made by Pluto pursuant to this Agreement (including any such defense based on relative fault, negligence, mitigation or otherwise).

(c) In the event that a member of the Pluto Group, on the one hand, or a member of the Spinco Group, on the other hand, suffers a Tax detriment as a result of a Transfer Pricing Adjustment, the Companies shall cooperate pursuant to this Section 7 to seek any competent authority relief that may be available with respect to such Transfer Pricing Adjustment.

(d) Any information or documents provided under this Section 7 shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement or any other agreement, (i) no Company shall be required to provide the other Company or any other Person access to or copies of any information or procedures (including the proceedings of any Tax Contest) other than information or procedures that relate to Spinco, the business or assets of Spinco or any Spinco Affiliate and (ii) in no event shall a Company be required to provide the other Company or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that a Company determines that the provision of any information to the other Company could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall use reasonable best efforts to permit compliance with its obligations under this Section 7 in a manner that avoids any such harm or consequence.

Section 7.02. *Delayed Market Tax Costs*. The Parties shall use their reasonable best efforts to cooperate (and cause their respective Affiliates to cooperate) in a timely manner with each other and with each other's agents and advisors, including accounting firms and legal counsel, to eliminate or minimize any Delayed Market Tax Costs, including with respect to the structure or terms of any Delayed Market Transaction; *provided*, however, that nothing in this Section 7.02 shall require or permit any Party to take or fail to take any action that is inconsistent with the terms of the Separation and Distribution Agreement.

SECTION 8. TAX RECORDS.

Section 8.01. *Retention of Tax Records.* Each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and Pluto shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Distribution Periods (such Tax Records “**Pre-Distribution Tax Records**”), for so long as the contents thereof may become material in the administration of any matter under the Code or other applicable Tax Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven years after the Distribution Date (such later date, the “**Retention Date**”). After the Retention Date, each Company may dispose of such Pre-Distribution Tax Records upon sixty (60) Business Days’ prior written notice to the other Company. If, prior to the Retention Date, (a) a Company reasonably determines that any Pre-Distribution Tax Records which it would otherwise be required to preserve and keep under this Section 8 are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Company agrees, then such first Company may dispose of such Pre-Distribution Tax Records upon sixty (60) Business Days’ prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 8.01 shall include a list of the Pre-Distribution Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such sixty (60) Business Day period, all or any part of such Pre-Distribution Tax Records. If, at any time prior to the Retention Date, Spinco determines to decommission or otherwise discontinue any computer program or information technology system used to access or store any Pre-Distribution Tax Records, then Spinco may decommission or discontinue such program or system upon ninety (90) days’ prior notice to Pluto and Pluto shall have the opportunity, at its cost and expense, to copy, within such sixty (60) Business Day period, all or any part of the underlying data relating to the Pre-Distribution Tax Records accessed by or stored on such program or system.

Section 8.02. *Access to Pre-Distribution Tax Records.* The Companies and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice, all Pre-Distribution Tax Records (including, for the avoidance of doubt, in each case, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Company and its Affiliates, authorized agents and representatives and any representative of a Tax Authority or other Tax auditor direct access during normal business hours upon reasonable notice to any computer program or information technology system used to access or store such Pre-Distribution Tax Records, in each case to the extent reasonably required by the other Company in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement. The Company seeking access to such Pre-Distribution Tax Records shall bear all reasonable third-party costs and expenses associated with such access, including any professional fees.

Section 8.03. *Preservation of Privilege.* No member of the Spinco Group shall provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing as of the date hereof to which Privilege may reasonably be asserted without the prior written consent of Pluto, such consent not to be unreasonably withheld; *provided that* after the Combination, Spinco shall have the right to provide access, copies or disclosure of such documentation to its advisors so long as such documentation maintains its status as Privileged.

SECTION 9. TAX CONTESTS.

Section 9.01. *Notice.* A Party shall provide prompt notice to the Indemnifying Party of any Tax Contest or written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding of which it becomes aware that could reasonably be expected to (i) obligate the other Party to make an Indemnity Payment or (ii) cause the other Party or any of its subsidiaries to incur any Taxes for which it is not indemnified under this Agreement; *provided that* the failure by an Party to give notice under this Section 9.01 shall not relieve the other Party's of its indemnification obligations under this Agreement, except to the extent that the such other Party shall have been actually prejudiced by such failure. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters.

Section 9.02. *Control of Tax Contests.*

(a) *Pluto Control.* Notwithstanding anything in this Agreement to the contrary, Pluto shall have the right to control any Tax Contest with respect to (w) any Joint Return, (x) any member of the Pluto Group, (y) any Tax-Related Losses and (z) any member of the Spinco Pre-Combination Group relating solely to a Pre-Distribution taxable period (a "**Pluto Tax Contest**"). Pluto shall have absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any Pluto Tax Contest; *provided, however,* that to the extent any Pluto Tax Contest is reasonably likely to give rise to an indemnity obligation of Spinco under this Agreement, and, in addition to any obligations to cooperate contained in Section 7:

(i) Pluto shall keep Spinco informed in a timely manner of all material developments and events relating to such Pluto Tax Contest;

(ii) at its own cost and expense, Spinco shall have the right to participate (but not to control) the defense of any such Pluto Tax Contest other than any such Pluto Tax Contest relating to a Joint Return; and

(iii) Pluto shall not settle or compromise any such Pluto Tax Contest, other than any such Pluto Tax Contest relating to a Joint Return, without Spinco prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) *Spinco Control*. Subject to Section 9.02(a), Spinco shall have the right to control any Tax Contest with respect to Spinco or any member of the Spinco Group relating to any Post-Distribution Period (a “**Spinco Tax Contest**”); *provided, however*, that to the extent that any such Spinco Tax Contest is reasonably likely to give rise to an indemnity obligation of Pluto under this Agreement, and, in addition to any obligations to cooperate contained in Section 7,

(i) Spinco shall keep Pluto informed in a timely manner of all material developments and events relating to such Spinco Tax Contest;

(ii) at its own cost and expense, Pluto shall have the right to participate (but not to control) the defense of any such Spinco Tax Contest; and

(iii) Spinco shall not settle or compromise any such Spinco Tax Contest, without Pluto’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Each Party shall bear its own expenses in the course of any Tax Contest, other than expenses included in the definition of Tax-Related Losses.

(d) *Power of Attorney*. Each member of the Spinco Group shall execute and deliver to Pluto (or such member of the Pluto Group as Pluto shall designate) any power of attorney or other similar document reasonably requested by Pluto (or such designee) in connection with any Pluto Tax Contest described in this Section 9. Each member of the Pluto Group shall execute and deliver to Spinco (or such member of the Spinco Group as Spinco shall designate) any power of attorney or other similar document requested by Spinco (or such designee) in connection with any Spinco Tax Contest described in this Section 9.

SECTION 10. EFFECTIVE DATE.

Except as expressly set forth herein, this Agreement shall be effective as of the Distribution Time.

SECTION 11. SURVIVAL OF OBLIGATIONS.

Except as expressly set forth in this Agreement, the covenants contained in this Agreement, indemnification obligations and liability for the breach of any obligations contained herein, shall survive the Distribution Time and shall remain in full force and effect in accordance with their terms.

SECTION 12. DISAGREEMENTS.

Section 12.01. *General.* In the event of any dispute relating to this Agreement, including but not limited to whether a Tax liability is a liability of the Pluto Group or the Spinco Group (a “**Dispute**”), the Tax departments of each Group shall work together in good faith to resolve such Dispute within thirty (30) days.

Section 12.02. *Escalation.* If the Tax departments of each Group are unable to resolve a Dispute within the time period specified in Section 12.01, then the Dispute (other than a Technical Dispute) upon written request of either Company, will be escalated for resolution according to Section 7.02 of the Separation and Distribution Agreement.

Section 12.03. *Referral to Tax Advisor for Technical Disputes.*

(a) *Selection of Tax Advisor.* If the Parties are not able to resolve a Technical Dispute within the time period specified in Section 12.01, then the Technical Dispute will be referred to a Tax Advisor acceptable to each of the Companies to act as an expert in order to resolve the Technical Dispute. In the event that the Companies are unable to agree upon a Tax Advisor promptly under the circumstances, the Companies shall promptly under the circumstances each separately retain an independent, nationally recognized law or accounting firm (each, a “**Preliminary Tax Advisor**”), which Preliminary Tax Advisors shall promptly under the circumstances jointly select a Tax Advisor free of conflicts on behalf of the Companies to resolve the Technical Dispute.

(b) *Procedure of Tax Advisor.*

(i) Promptly, but in no event later than fifteen (15) Business Days, after joint engagement of the Tax Advisor, Pluto and Spinco shall provide the Tax Advisor with a copy of this Agreement and an agreed statement (the “**Agreed Statement**”) describing the Technical Dispute. Each of Pluto and Spinco shall simultaneously deliver to the Tax Advisor and to the other Company a written submission of its final position with respect to the Technical Dispute within fifteen (15) Business Days of the delivery to the Tax Advisor of the Agreed Statement. Each of Pluto and Spinco shall thereafter be entitled to submit a rebuttal to the other’s submission, which rebuttals shall be delivered simultaneously to the Tax Advisor and to the other Company within fifteen (15) Business Days of the delivery of the Companies’ initial submissions to the Tax Advisor and to each other. Neither Company may make (nor permit any of its Affiliates or representatives to make) any additional submission to the Tax Advisor or otherwise communicate with the Tax Advisor without providing the other Company a reasonable opportunity to participate in such communication.

(ii) The Tax Advisor shall have forty-five (45) days following submission of the Companies' rebuttals to review the documents provided to it pursuant to this Section 12.03 and to deliver its reasoned written determination resolving the Technical Dispute, including (to the extent relevant) a reasonably detailed explanation and/or computation supporting such determination. The Tax Advisor shall resolve the Technical Dispute submitted to it based solely on the factual information provided to the Tax Advisor by the Companies pursuant to the terms of this Agreement and not by independent investigation or review of questions of fact, although the Tax Advisor shall be entitled to engage in independent review and analysis of questions of Tax Law and exercise judgment with respect thereto.

(iii) The determination of the Tax Advisor in respect of a Technical Dispute shall, absent manifest error, be final, conclusive and binding on the Companies and not subject to appeal by either of the Companies, and judgment thereof may be entered or enforced in any court of competent jurisdiction. In resolving Technical Disputes, the Tax Advisor shall act as an expert and not as an arbitrator.

(iv) Following receipt of the Tax Advisor's written notice to the Companies of its resolution of the Technical Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor.

(v) Each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the Technical Dispute to the Tax Advisor (and the Preliminary Tax Advisors, if any). All fees and expenses of the Tax Advisor in connection with such referral shall be shared equally by the Companies.

(vi) For the avoidance of doubt, (A) any Dispute that is not a Technical Dispute shall not be subject to Section 12.03 and (B) the Tax Advisor's authority shall be limited to resolving Technical Disputes and the Tax Advisor shall not have the authority to resolve any Dispute as to the interpretation of this Agreement, the Separation and Distribution Agreement or the Business Combination Agreement, including any Dispute as to the interpretation of this Section 12.03.

Section 12.04. *Certain Interactions*. Nothing in this Section 12 shall limit the rights of a Company under Section 15.15.

SECTION 13. LATE PAYMENTS.

Subject to the double-recovery provision under Section 15.10, any amounts owed by one Party to another Party under this Agreement which are not paid within thirty (30) days of the due date therefor pursuant to this Agreement shall bear interest at a rate per annum equal to the Prime Rate, from the due date of the payment under the terms of this Agreement to the date paid.

SECTION 14. EXPENSES.

Except as otherwise provided in this Agreement, each Party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

SECTION 15. MISCELLANEOUS.

Section 15.01. *Addresses and Notices.* All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service, or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Pluto:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Ave
New York, NY 10017
Attention: Neil Barr
Michael Mollerus
Facsimile No.: (212) 701-5125
(212) 701-5471
Email: neil.barr@davispolk.com
michael.mollerus@davispolk.com

If to Spinco:

Viartis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viartis.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attention: Stephen Gordon
J. Leonard Teti II
Facsimile No.: (212)474-3700
Email: gordon@cravath.com
lteti@cravath.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

Section 15.02. *Amendments and Waivers.* No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 15.03. *Assignment; Parties in Interest.* No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties. Any attempted assignment or delegation in breach of this Section 15.03 shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Agreement.

Section 15.04. *Severability.* If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 15.05. *Authority.* Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general equity principles.

Section 15.06. *Further Action.* The Parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other Parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other Party or its Affiliates in accordance with Section 9.

Section 15.07. *Entire Agreement.* This Agreement, together with each of the exhibits and schedules appended hereto, as well as any other agreements and documents referred to herein and therein, shall (i) together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and (ii) supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby in respect of any Tax between or among any member or members of the Pluto Group, on the one hand, and any member or members of the Spinco Group, on the other hand. All such other agreements referred to in clause (ii) of the preceding sentence shall be of no further effect between the Companies and any rights or obligations existing thereunder shall be fully and finally settled, calculated as of the date hereof.

Section 15.08. *TMA Controls.* In the event of any inconsistency between this Agreement and the Separation and Distribution Agreement, the Business Combination Agreement or any of the Ancillary Agreements, or any other agreements relating to the transactions contemplated by the Separation and Distribution Agreement, with respect to the subject matter hereof, the provisions of this Agreement shall control.

Section 15.09. *Construction.* The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any Party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

Section 15.10. *No Double Recovery.* No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged Party has been fully compensated under any other provision of this Agreement or under any other agreement or action at Law or equity. Unless expressly required in this Agreement, a Party shall not be required to exhaust all remedies available under other agreements or at Law or equity before recovering under the remedies provided in this Agreement.

Section 15.11. *Counterparts*. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 15.12. *Governing Law; Jurisdiction*.

(a) This Agreement, and all legal actions, suits or proceeding (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to any Laws or principles thereof that would result in the application of the Laws of any other jurisdiction. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

(b) Subject to the provisions of Section 12 and Article VII of the Separation and Distribution Agreement, each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, and any appellate court from any appeal thereof, in any legal action, suit or proceeding arising out of or relating to this Agreement or the Transaction Documents or the transactions contemplated hereby or thereby, and each Party hereby irrevocably and unconditionally (i) agrees not to commence any such legal action, suit or proceeding except in such courts, (ii) agrees that any claim in respect of any such legal action, suit or proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such legal action, suit or proceeding in the Court of Chancery of the State of Delaware or such other courts and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such legal action, suit or proceeding in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 15.01. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE FINANCING). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY

WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 15.12.

Section 15.13. *Spinco Subsidiaries*. If, at any time, Spinco acquires or creates one or more subsidiaries, including pursuant to the Combination, they shall be subject to this Agreement and all references to the Spinco Group herein shall thereafter include a reference to such subsidiaries.

Section 15.14. *Successors*. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the Parties hereto (including but not limited to any successor of Pluto or Spinco succeeding to the Tax Attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original Party to this Agreement.

Section 15.15. *Specific Performance*. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement without the necessity of proving actual damages or the inadequacy of monetary damages as a remedy, in addition to any other remedy to which such Party is entitled hereunder. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss hereunder or default herein or breach hereof and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

* * * * *

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Worldwide Business
Development

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this “Agreement”), dated as of November 16, 2020, is by and between PFIZER INC., a Delaware corporation (“Pluto”), and UPJOHN INC., a Delaware corporation (“Spinco”). Pluto and Spinco are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

R E C I T A L S:

WHEREAS, the Board of Directors of Pluto has determined that it is appropriate and desirable to separate the Spinco Business from the Pluto Business so that, as of the Distribution Date, the Spinco Business is held by members of the Spinco Group and the Pluto Business is held by members of the Pluto Group (the “Separation”); and

WHEREAS, in furtherance of the foregoing, the Parties have entered into this Agreement, which is an Ancillary Agreement to the Separation and Distribution Agreement by and between the Parties, dated as of July 29, 2019, as amended (the “Separation Agreement”), to govern the rights and obligations of the Parties with respect to employment, compensation, employee benefits and related matters in connection with the Transactions, and to ratify actions previously taken in connection with the Contribution, as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Separation Agreement. For purposes of this Agreement the terms set forth below shall have the following meanings:

“Actuarial Assumptions” has the meaning set forth in Section 5.02(e).

“Agreement” has the meaning set forth in the Preamble.

“Asset Sale Effective Time” has the meaning set forth in the Business Combination Agreement.

“China Heating Allowance” has the meaning set forth in Section 12.03.

“COBRA” means the continuation coverage requirements for “group health plans” under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and as codified in Section 4980B of the Code and Sections 601 through 608 of ERISA and any similar foreign, state or local Laws.

“Code” means the Internal Revenue Code of 1986, as amended.

“Converted Spinco RSU Awards” has the meaning set forth in the Business Combination Agreement.

“Delayed Market” shall have the meaning set forth in the NEB Agreement.

“Determination Date” has the meaning set forth in the Business Combination Agreement.

“Employee” means any Pluto Employee or Spinco Employee.

“Employment Tax” means any Tax with respect to wages or other compensation of Employees and Former Employees, including the employers’ and the employees’ portion of any such Tax.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“FMLA” means the Family and Medical Leave Act of 1993, as amended from time to time, and any similar foreign, state or local Laws.

“Forfeited Pluto Equity Awards” has the meaning set forth in Section 11.02(b).

“Former Employee” means a Former Pluto Employee or a Former Spinco Employee.

“Former Pluto Employee” means any individual who is a former employee of Pluto or any of its Subsidiaries as of the Distribution Time and who is not a Former Spinco Employee.

“Former Pluto Independent Contractor” means any individual who is a former independent contractor of Pluto or any of its Subsidiaries as of the Distribution Time and who is not a Former Spinco Independent Contractor.

“Former Pluto Service Provider” means a Former Pluto Employee or Former Pluto Independent Contractor.

“Former Service Provider” means a Former Pluto Service Provider or Former Spinco Service Provider.

“Former Spinco Employee” means any individual whose employment with Pluto and its Subsidiaries terminated (or who went on long-term disability leave) on or after December 1, 2018 (for individuals employed outside the United States) or January 1, 2019 (for individuals employed in the United States) and prior to the Distribution Time, and who immediately prior to such termination (or, for individuals on long-term disability leave, immediately prior to ceasing active employment) was exclusively or primarily engaged in the Spinco Business.

“Former Spinco Independent Contractor” means any individual independent contractor whose engagement with Pluto and its Subsidiaries terminated on or after December 1, 2018 (for individuals providing services outside the United States) or January 1, 2019 (for individuals providing services in the United States) and prior to the Distribution Time, and who immediately prior to such termination was exclusively or primarily engaged in the Spinco Business.

“Former Spinco Service Provider” means a Former Spinco Employee or Former Spinco Independent Contractor.

“Health and Welfare Plans” means, when immediately preceded by “Pluto,” the Pluto Health Plans, the Pluto Health and Insurance Program, and the other health and welfare plans established and maintained by the Pluto Group and, when immediately preceded by “Spinco,” Spinco Health Plans, and the other health and welfare plans sponsored or maintained by or to be established, sponsored or maintained by the Spinco Group.

“Health Plans” means, when immediately preceded by “Pluto,” the group health plans and such other health plans or programs, including medical, prescription drug, dental and vision plans and programs established and maintained by the Pluto Group and, when immediately preceded by “Spinco,” the health plans, programs and arrangements sponsored or maintained by or to be established, sponsored or maintained by the Spinco Group.

“Initial Monthly Transfer Amount” has the meaning set forth in Section 5.01(b)(ii).

“IRS” means the United States Internal Revenue Service.

“Japan Lyrica Employee” means any Spinco Employee who, as of the Distribution Time, is primarily engaged in the sale or marketing of Lyrica in Japan.

“Labor Agreement” has the meaning set forth in Section 2.01.

“Life Insurance Plans” means, when immediately preceded by “Pluto,” the life insurance plans of the Pluto Group, and, when immediately preceded by “Spinco,” the life insurance plans sponsored or maintained or to be established or maintained by the Spinco Group that corresponds to the respective Pluto Life Insurance Plan.

“Mercer” means the business unit of Marsh & McLennan Companies, Inc. operating under the name “Mercer.”

“Monthly Assets” has the meaning set forth in Section 5.01(b)(ii).

“Monthly Asset Transfer Amount” has the meaning set forth in Section 5.01(b)(ii).

“Monthly Valuation Date” has the meaning set forth in Section 5.01(b)(ii).

“Non-U.S. Defined Benefit Plan Transfer Amounts” has the meaning set forth in Section 5.02(a).

“Participating Company” means, with respect to any Plan: (a) any Person (other than an individual) that Pluto has approved for participation in, has accepted participation in, and which is participating in, a Plan sponsored by the Pluto Group; or (b) any Person (other than an individual) which, by the terms of such Plan, participates in such Plan or any employees of which, by the terms of such Plan, participate in or are covered by such Plan.

“Party” has the meaning set forth in the Preamble.

“PBO” has the meaning set forth in Section 5.02(a).

“Plan” means any written or unwritten plan, policy, program, payroll practice, arrangement, contract, trust, insurance policy, or any agreement or funding vehicle providing compensation or benefits to Service Providers, Former Service Providers or directors of a member of the Pluto Group or the Spinco Group.

“Pluto” has the meaning set forth in the Preamble.

“Pluto Canada Retiree Medical Plan” means the Pfizer Canada ULC Post-Retirement Benefit Plan.

“Pluto Cash Awards” means a cash-based long-term incentive award.

“Pluto Delayed Employment Period” has the meaning set forth in Section 4.01(e).

“Pluto Delayed Transfer Employee” has the meaning set forth in Section 4.01(e).

“Pluto Employees” has the meaning set forth in Section 4.01(a).

“Pluto Equity Awards” means a Pluto Option Award, Pluto RSU Award, Pluto TSRU Award, Pluto Performance Share Award or Pluto Portfolio Performance Share Award.

“Pluto Dependent Care Flexible Benefits Plan” means the Pluto Dependent Care Spending Account Plan.

“Pluto Healthcare Flexible Benefits Plan” means the Pluto Health Care Spending Account Plan.

“Pluto Independent Contractors” has the meaning set forth in Section 4.02.

“Pluto Individual Agreement” means any individual (a) employment contract or offer letter, (b) retention, severance or change in control agreement, (c) expatriate (including any international assignee) contract or agreement (including agreements and obligations regarding repatriation, relocation or equalization of Taxes and living standards in the host country) or (d) other agreement containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) between a member of the Pluto Group and (i) a Pluto Employee or (ii) a Former Pluto Employee, in each case, as in effect immediately prior to the Distribution Date.

“Pluto Japan Pension Plan” means Pfizer Kigyogata Nenkin Kiyaku.

“Pluto Leave of Absence Programs” means the personal, medical, military and FMLA leave and other leaves of absence required by applicable Law or offered from time to time under the personnel policies and practices of the Pluto Group.

“Pluto Master Trust” has the meaning set forth in Section 5.01(b).

“Pluto Non-U.S. Defined Benefit Plans” has the meaning set forth in Section 5.02(a).

“Pluto Nonqualified Plans” means the plans identified in Annex A.

“Pluto Option Award” means an award of an option to purchase Pluto Shares pursuant to a Pluto Stock Plan.

“Pluto Performance Share Award” means an award to receive Pluto Shares that is subject to corporate performance criteria, issued pursuant to a Pluto Stock Plan.

“Pluto Plans” means the Plans established, sponsored or maintained by any member of the Pluto Group but excluding any Spinco Plans.

“Pluto Portfolio Performance Share Award” means an award to receive Pluto Shares that is subject to corporate performance criteria related to Pluto’s long-term product portfolio during a five (5)-year period, issued pursuant to a Pluto Stock Plan.

“Pluto RSU Award” means an award representing a contractual right to receive Pluto Shares or the cash value thereof, which right is subject to transfer restrictions or to employment and/or performance vesting conditions, issued pursuant to a Pluto Stock Plan.

“Pluto Service Provider” means a Pluto Employee or Pluto Independent Contractor.

“Pluto Share” means a share of Pluto Common Stock.

“Pluto Stock Plan” means the Pluto Inc. 2019 Stock Plan, Pluto Inc. 2014 Stock Plan, Pluto Inc. 2004 Stock Plan and any other plan, program or arrangement, pursuant to which employees and other service providers hold Pluto Option Awards, Pluto RSU Awards, Pluto TSRU Awards, Pluto Performance Share Awards, Pluto Portfolio Performance Share Awards or other Pluto equity incentives.

“Pluto TSRU Award” means an award of total shareholder return units with respect to Pluto Shares granted pursuant to a Pluto Stock Plan that is settled based on the change in the stock price of Pluto Shares over the applicable settlement period, as well as accrued dividend equivalents, subject to certain restrictions.

“Puerto Rico DB Plans” has the meaning set forth in Section 5.01(b).

“Puerto Rico Health Plan” means the Spinco Puerto Rico Health and Welfare Plan.

“Puerto Rico Retiree Medical Plan” means the Pluto Puerto Rico Retiree Medical and Dental Plan.

“Puerto Rico Savings Plan” means the Pluto Puerto Rico Savings Plan for Employees Resident in Puerto Rico.

“QDRO” means a domestic relations order that qualifies under Section 414(p) of the Code and Section 206(d) of ERISA and that creates or recognizes an alternate payee’s right to, or assigns to an alternate payee, all or a portion of the benefits payable to a participant under a plan qualified under Section 401(a) of the Code.

“Quarterly Asset” has the meaning set forth in Section 5.01(b)(iii).

“Quarterly Asset Transfer Amount” has the meaning set forth in Section 5.01(b)(iii).

“Quarterly Valuation Date” has the meaning set forth in Section 5.01(b)(iii).

“Requesting Party” has the meaning set forth in Section 14.05.

“Savings Plan” means, when immediately preceded by “Pluto,” the Pluto Savings Plan, a defined contribution plan, and, when immediately preceded by “Spinco,” the defined contribution plan funded by a trust that is qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a)(1) of the Code, to be established, sponsored or maintained by Spinco pursuant to Section 6.01(c).

“Service Provider” means a Pluto Service Provider or Spinco Service Provider.

“Separation” has the meaning set forth in the Recitals.

“Separation Agreement” has the meaning set forth in the Recitals.

“Share Sale Effective Time” has the meaning set forth in the Business Combination Agreement.

“Spinco” has the meaning set forth in the Preamble.

“Spinco Delayed Employment Period” has the meaning set forth in Section 4.01(d).

“Spinco Delayed Transfer Employee” has the meaning set forth in Section 4.01(d).

“Spinco Delayed Transfer Employee Transfer Date” has the meaning set forth in Section 4.01(d).

“Spinco Employee” has the meaning set forth in Section 4.01(a).

“Spinco Flexible Benefits Plan” means the Spinco Dependent Care Spending Account Plan to be established, sponsored or maintained by Spinco to accept a spin-off of the flexible spending reimbursement accounts of Spinco Employees under the Pluto Dependent Care Flexible Benefits Plan in accordance with Section 8.04.

“Spinco Fringe Benefits” means any fringe benefits, plans, programs and arrangements sponsored or maintained or to be established, sponsored or maintained by the Spinco Group.

“Spinco Independent Contractors” has the meaning set forth in Section 4.02.

“Spinco Individual Agreement” means any individual (a) employment contract or offer letter, (b) retention, severance or change in control agreement, (c) expatriate (including any international assignee) contract or agreement (including agreements and obligations regarding repatriation, relocation or equalization of Taxes and living standards in the host country) or (d) other agreement containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) between a member of the Pluto Group or Spinco Group and (i) a Spinco Employee or (ii) Former Spinco Employee, as in effect immediately prior to the Distribution Date.

“Spinco Long-Term Disability Plans” means the long-term disability plans sponsored or maintained or to be established, sponsored or maintained by the Spinco Group.

“Spinco Make-Whole Award” has the meaning set forth in Section 11.02(b).

“Spinco Master Trust” has the meaning set forth in Section 5.01(b).

“Spinco Non-U.S. Defined Benefit Plans” has the meaning set forth in Section 5.02(a).

“Spinco Plans” means the Plans sponsored or maintained by Spinco or to be established, sponsored or maintained by any member of the Spinco Group as of or after the Distribution Time.

“Spinco Retiree Medical Plan” has the meaning set forth in Section 9.01.

“Spinco Savings Plan” has the meaning set forth in Section 6.01(c).

“Spinco Service Provider” means a Spinco Employee or Spinco Independent Contractor.

“Spinco Short-Term Disability Plans” means the short-term disability plans sponsored or maintained or to be established, sponsored or maintained by the Spinco Group.

“Spinco Stock Plan” means the Spinco Stock Plan established by Spinco as of the Distribution Time pursuant to Section 11.01.

“Transferred Account Balances” has the meaning set forth in Section 8.04.

“Transferred Defined Benefit Plan Participants” has the meaning set forth in Section 5.02(a).

“Transition Benefits” has the meaning set forth in Section 3.01(a).

“U.S. Retiree Medical Plan” means the Pluto Retiree Medical Plan providing for medical and voluntary dental coverage.

“Utah Ordinary Share” has the meaning set forth in the Business Combination Agreement.

ARTICLE II

GLOBAL PROVISION; GENERAL ALLOCATION OF LIABILITIES

Section 2.01 General Principles. All provisions herein shall be subject to the requirements of all applicable Law and any collective bargaining, works council or similar agreement or arrangement with any labor union, works council or other labor representative (each, a “Labor Agreement”). Notwithstanding anything in this Agreement to the contrary, if the terms of a Labor Agreement or applicable Law require that any Assets or Liabilities be retained or assumed by, or transferred to, a Party in a manner that is different than what is set forth in this Agreement, such retention, assumption or transfer shall be made in accordance with the terms of such Labor Agreement and applicable Law and shall not be made as otherwise set forth in this Agreement; provided that, in such case, the Parties shall take all necessary action to preserve the economic terms of the allocation of Assets and Liabilities contemplated by this Agreement. The provisions of this Agreement shall apply in respect of all jurisdictions wherever situated; provided, however, that to the extent a Local Separation Agreement addresses employment, the services of individual independent contractors, compensation or benefit matters, the terms of such Local Separation Agreement shall govern in respect of matters relating to Service Providers employed or providing services in the applicable jurisdiction or Former Service Providers previously employed or providing services in the applicable jurisdiction; provided further that, unless otherwise agreed, such Local Separation Agreement shall be consistent with the principles set forth herein.

Section 2.02 Acceptance and Assumption of Spinco Liabilities. Except as otherwise provided by this Agreement, as of no later than immediately prior to the Distribution Time, Spinco and the applicable Spinco Designees shall accept, assume and agree faithfully to perform, discharge and fulfill all of the following Liabilities in accordance with their respective terms (each of which shall be considered a Spinco Liability), regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Distribution Time, regardless of where or against whom such Liabilities are asserted or determined (including any Liabilities arising out of Actions by Pluto’s or Spinco’s respective directors, officers, Service Providers, Former Service Providers, agents, Subsidiaries or Affiliates against any member of the Pluto Group or the Spinco Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Pluto Group or the Spinco Group, or any of their respective directors, officers, Service Providers, Former Service Providers, agents, Subsidiaries or Affiliates:

(a) any and all wages, salaries, incentive compensation, equity compensation, commissions, bonuses and any other compensation or benefits payable to or on behalf of any Spinco Service Providers and Former Spinco Service Providers after the Distribution Time, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other compensation or benefits are or may have been awarded or earned, including any and all Liabilities with respect to Transition Benefits; provided that if, pursuant to the NEB Agreement or other agreements between the Parties, the Spinco Group bears any Liabilities with respect to Transition Benefits, the Spinco Group shall not be required to provide duplicative reimbursement of, or otherwise compensate the Pluto Group for, such Liabilities;

(b) any and all Liabilities arising out of, relating to or resulting from the employment, service, termination of employment or termination of service of all Spinco Service Providers and Former Spinco Service Providers and their respective dependents and beneficiaries, other than any Liabilities expressly assumed or retained by Pluto under the Separation Agreement or any Ancillary Agreement;

(c) any and all Liabilities whatsoever with respect to Actions under a Spinco Plan; and

(d) any and all Liabilities expressly assumed or retained by any member of the Spinco Group pursuant to this Agreement.

Section 2.03 Acceptance and Assumption of Pluto Liabilities. Except as otherwise provided by this Agreement, as of no later than immediately prior to the Distribution Time, Pluto and certain members of the Pluto Group designated by Pluto shall accept, assume and agree faithfully to perform, discharge and fulfill all of the following Liabilities in accordance with their respective terms (each of which shall be considered a Pluto Liability), regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Distribution Time, regardless of where or against whom such Liabilities are asserted or determined (including any Liabilities arising out of Actions by Pluto's or Spinco's respective directors, officers, Service Providers, Former Service Providers, agents, Subsidiaries or Affiliates against any member of the Pluto Group or the Spinco Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Pluto Group or the Spinco Group, or any of their respective directors, officers, Service Providers, Former Service Providers, agents, Subsidiaries or Affiliates:

(a) any and all wages, salaries, incentive compensation, equity compensation, commissions, bonuses and any other compensation or benefits payable to or on behalf of any Pluto Service Providers and Former Pluto Service Providers after the Distribution Time, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other compensation or benefits are or may have been awarded or earned;

(b) any and all Liabilities arising out of, relating to or resulting from the employment, service, termination of employment or termination of service of all Pluto Service Providers and Former Pluto Service Providers and their respective dependents and beneficiaries, other than any Liabilities expressly assumed or retained by Spinco under the Separation Agreement or any Ancillary Agreement;

(c) any and all Liabilities whatsoever with respect to Actions under a Pluto Plan;

(d) all Liabilities arising out of, relating to or resulting from the transfer of Spinco Employees from the Pluto Group to the Spinco Group that arise in respect of any applicable notice and/or severance obligations, obligations to transfer or obligations to notify and/or consult in compliance with a Labor Agreement or applicable Law, in each case, solely with respect to transfers contemplated by the Internal Reorganization Plan, other than (i) any Liabilities arising in connection with the Spinco Group's noncompliance with applicable Law, the Separation Agreement or any Ancillary Agreement, any Labor Agreement, any Plan or any Spinco Individual Agreement, in each case, following the Distribution Date or relating to an action or inaction of Utah or its Affiliates before, on or after the Distribution Date, or (ii) any Liabilities that are otherwise allocated to Spinco under the Separation Agreement or any Ancillary Agreement; and

(e) any and all Liabilities expressly assumed or retained by any member of the Pluto Group pursuant to this Agreement.

Section 2.04 Unaddressed Liabilities. To the extent that this Agreement does not address particular Liabilities whether under a Plan or otherwise and the Parties later determine that they should be allocated in connection with the Distribution, the Parties shall agree in good faith on the allocation, taking into account the handling of comparable Liabilities under this Agreement.

ARTICLE III

GENERAL PLAN MATTERS

Section 3.01 Pluto Plans.

(a) Participation in Pluto Plans. Except as otherwise set forth herein or as set forth on Exhibit 3.01(a) with respect to certain transition benefits for certain Spinco Employees and Former Spinco Employees, as applicable (the "Transition Benefits"), effective as of the Distribution Date, (i) all Spinco Employees and Former Spinco Employees shall cease actively participating in, or accruing benefits in respect of, the Pluto Plans and (ii) Spinco and each member of the Spinco Group, to the extent applicable, shall cease to be a Participating Company in any Pluto Plan.

(b) Spinco's Obligations Regarding Pluto Plans. With respect to any Pluto Plan that provides benefits to a Spinco Employee or Former Spinco Employee following the Distribution Time, the Spinco Group shall cooperate with the Pluto Group on a timely basis to assist with the Pluto Group's administration of such Plans, including with respect to: (i) assisting in the administration of claims, to the extent requested by the claims administrator of such Pluto Plan; (ii) cooperating fully with the Pluto Plan auditors; (iii) providing payroll processing support; (iv) certifying the qualification of and administering QDROs; (v) preserving the confidentiality of all financial arrangements the Pluto Group has or may have with any entity or individual with which the Pluto Group has entered into an agreement relating to the administration of such Pluto Plan; and (vi) preserving the confidentiality of participant Information to the extent not specified otherwise in this Agreement.

(c) Reporting and Disclosing Communications to Participants. Subject to any limitations imposed by applicable Law, the Spinco Group shall provide to the Pluto Group all Information required by the Pluto Group to facilitate communications related to the Pluto Plans. If requested by Pluto, the Spinco Group shall take, or cause to be taken, all actions necessary or appropriate to facilitate the timely distribution of all communications and materials related to the Pluto Plans to participating Spinco Employees or Former Spinco Employees; provided that such communications shall be subject to the review of Spinco or the applicable member of the Spinco Group.

(d) Pluto Under No Obligation to Maintain Pluto Plans. Nothing in this Agreement shall preclude the Pluto Group, at any time, from amending, merging, modifying, terminating, eliminating, reducing or otherwise altering in any respect any Pluto Plan, any benefit under any Pluto Plan or any trust, insurance policy or funding vehicle related to any Pluto Plan.

Section 3.02 Spinco Plans.

(a) Establishment of Spinco Plans. Effective as of the Distribution Date (or with respect to Transition Benefits for certain Spinco Employees and Former Spinco Employees, as applicable, effective as of the dates indicated on Exhibit 3.01(a)), Spinco, or another member of the Spinco Group, shall adopt or designate Spinco Health and Welfare Plans, Spinco Fringe Benefits, a Spinco Life Insurance Plan, a Spinco Long-Term Disability Plan, a Spinco Short-Term Disability Plan, a Spinco Flexible Benefits Plan, a Spinco Savings Plan, a Spinco Retiree Medical Plan, Spinco Non-U.S. Defined Benefit Plans and such other Spinco Plans as may be determined to be appropriate by the Parties, which Spinco Plans shall generally correspond to the Pluto Plans in which Spinco Employees and Former Spinco Employees participated immediately prior to the Distribution Date. Without limiting the generality of the foregoing, such designated Spinco Plans may be the plans sponsored or maintained by Utah or its Affiliates.

(b) Cooperation in Establishment of Spinco Plans. Prior to the Distribution Date, the Pluto Group and the Spinco Group shall cooperate to establish Spinco Plans and the related insurance contracts, third-party service provider agreements and other related agreements and arrangements.

(c) Spinco Under No Obligation to Maintain Plans. From and after the Distribution Time, the Spinco Group shall retain all of the Spinco Plans, including all related Liabilities and Assets, and any related trusts and other funding vehicles and insurance contracts of any such plans other than as specifically provided in this Agreement; provided, however, that the applicable member of the Spinco Group may make such changes, modifications or amendments to such Spinco Plan as may be required by applicable Law or to reflect the Separation Agreement, including limiting participation in any such Spinco Plan to Spinco Employees or Former Spinco Employees who participated in the corresponding Pluto Plan immediately prior to the Distribution Time. Except as otherwise specified in this Agreement or the Business Combination Agreement, Spinco or any member of the Spinco Group may, at any time after the Distribution Date, amend, merge, modify, terminate, eliminate, reduce or otherwise alter in any respect any Spinco Plan, any benefit under any Spinco Plan or any trust, insurance contract or funding vehicle related to any Spinco Plan.

(d) Transfers of Plan Assets. Except as expressly provided in this Agreement, nothing in this Agreement shall require Pluto or any member of the Pluto Group to transfer to the Spinco Group any Assets of any member of the Pluto Group or any Pluto Plan.

Section 3.03 Terms of Participation in Spinco Plans.

(a) No Duplication or Acceleration of Benefits. In no event shall the Spinco Plans provide benefits that are duplicative of the benefits provided under the Pluto Plans for the same period of service. Pluto and Spinco shall agree on methods and procedures, including amending the respective Plan documents, to prevent Spinco Employees and Former Spinco Employees from receiving duplicate benefits from the Pluto Plans and Spinco Plans. Furthermore, unless expressly provided for in this Agreement, the Separation Agreement or in any Ancillary Agreement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerate vesting distributions or entitlements under any Plan sponsored or maintained by a member of the Pluto Group or member of the Spinco Group on the part of any Service Provider or Former Service Provider.

(b) Service Credit. For all purposes under the Spinco Plans, the Spinco Group shall credit all service of each Spinco Employee and Former Spinco Employee with Pluto or any of its Subsidiaries or their respective predecessor entities at or before the Distribution Time, to the same extent that such service was credited under the corresponding Pluto Plans prior to the Distribution Time. The service-crediting provisions shall be subject to any respectively applicable "service bridging," "break in service," "employment date" or "eligibility date" rules under the Spinco Plans and the corresponding Pluto Plans.

(c) Beneficiaries. References to Pluto Employees, Former Pluto Employees, Spinco Employees, Former Spinco Employees, and current and former non-employee directors of either Pluto or Spinco shall be deemed to refer to their beneficiaries, dependents, survivors and alternate payees, as applicable.

Section 3.04 Plans Not Required to Be Adopted. With respect to any Plan not addressed in this Agreement, the Parties shall agree in good faith on the treatment of such Plan, taking into account the handling of any comparable Plan under this Agreement.

ARTICLE IV

EMPLOYMENT MATTERS FOR SPINCO EMPLOYEES

Section 4.01 Transfer of Employees.

(a) Assignment and Transfer of Employees Generally. Except as otherwise provided in this Section 4.01, effective as of no later than the Distribution Date, the applicable member of the Pluto Group shall have taken such actions as are necessary to ensure that each Spinco Employee is employed by a member of the Spinco Group no later than as of the Distribution Date. For purposes of this Agreement, "Spinco Employee" means each employee of any member of the Pluto Group or the Spinco Group who (A) is employed as of the Distribution Date, (B) is exclusively or primarily engaged in the Spinco Business (in each case, including any such individual who is not actively working as of the Distribution Date as a result of an illness,

injury or leave of absence approved by the Pluto Human Resources department or otherwise taken in accordance with applicable Law (but not including any individual on long-term disability)) and (C) is listed on the census of employees of the Spinco Business as of June 13, 2019, as provided to Utah prior to the date of the Separation Agreement (or is hired or transferred into the Spinco Business to replace any such employee whose employment terminates prior to the Distribution Date), or is one of up to 500 additional employees consistent with the needs and objectives of the Spinco Business and consistent with financial projections shared with Utah and ratings agencies in connection the Transactions. At Utah's request, Spinco shall provide updated census information, but in no event more frequently than on a monthly basis. Except as otherwise provided in this Section 4.01, effective as of no later than the Distribution Date, the applicable member of the Pluto Group shall have taken such actions as are necessary to ensure that each Pluto Employee is employed by a member of the Pluto Group no later than as of the Distribution Date. For purposes of this Agreement, "Pluto Employee" means each employee of any member of the Pluto Group or the Spinco Group who is employed as of the Distribution Date (including any such individual who is not actively working as of the Distribution Date as a result of an illness, injury or leave of absence approved by the Pluto Human Resources department or otherwise taken in accordance with applicable Law), including any employee of any member of the Pluto Group or any member of the Spinco Group who is on long-term disability as of the Distribution Date, other than the Spinco Employees and the Former Spinco Employees. Each of the Parties agrees to execute, and to seek to have the applicable Employees execute, such documentation, if any, as may be necessary to reflect such assignment and/or transfer.

(b) Spinco Employees to Receive Offers. For any jurisdiction in which there is a Spinco Employee but there will not be a member of the Spinco Group to employ such Spinco Employee until immediately following the Share Sale Effective Time or the Asset Sale Effective Time (as applicable), Spinco shall or shall cause a member of the Spinco Group to make a written offer of employment to such Spinco Employee at least fifteen (15) Business Days prior to the Distribution Date (or earlier, if required by applicable Law), which offer shall provide (i) compensation and benefits on terms that are consistent with Section 8.18 of the Business Combination Agreement, (ii) that the Spinco Employee's employment with the Spinco Group shall commence immediately following the Share Sale Effective Time or the Asset Sale Effective Time (as applicable) and (iii) other terms that satisfy all requirements of applicable Law and are sufficient to avoid triggering redundancy, severance, termination or similar entitlements as a result of the transfer of employment from the Pluto Group to the Spinco Group.

(c) Employees with Work Visas or Permits; License To Do Business. Notwithstanding anything to the contrary in this Section 4.01, a Spinco Employee who, on the Distribution Date, is employed pursuant to a work or training visa or permit that authorizes employment only by a member of the Pluto Group shall remain employed by such member of the Pluto Group following the Distribution Date until the visa or permit is amended or a new visa or permit is granted to authorize employment by a member of the Spinco Group. Any such Spinco Employee shall be treated as a Spinco Delayed Transfer Employee for purposes of this Agreement.

(d) Spinco Delayed Transfer Employees. Notwithstanding the foregoing, in the case of a Spinco Employee who is not employed by a member of the Spinco Group as of immediately prior to the Distribution Date and whose employment cannot commence with, or be transferred to, the Spinco Group pursuant to Section 4.01(b) or whose transfer of employment to the Spinco Group is otherwise delayed (a "Spinco Delayed Transfer Employee"), the Parties shall cooperate in good faith to cause such Spinco Delayed Transfer Employee to provide services to the Spinco Group while remaining employed by the Pluto Group until such time as such Spinco Delayed Transfer Employee's employment can be transferred to the Spinco Group or otherwise terminates with the Pluto Group. The Parties shall cooperate in good faith to cause each Spinco Delayed Transfer Employee to commence employment with a member of the Spinco Group as soon as reasonably practicable following the Distribution Date as permitted by applicable Law in such a manner that, to the maximum extent practical, does not trigger the right of such Spinco Employee to redundancy, severance, termination or similar pay and is otherwise consistent with the terms and conditions of this Agreement, Section 8.18 of the Business Combination Agreement and applicable Law or Labor Agreement. In respect of the Spinco Delayed Transfer Employees, unless otherwise specified, references to "Distribution Date" and "Distribution Time" in this Agreement shall be treated as references to the first date and time at which the applicable Spinco Delayed Transfer Employee's employment commences with or transfers to a member of the Spinco Group (the "Spinco Delayed Transfer Employee Transfer Date"). Notwithstanding the delayed transfer of a Spinco Delayed Transfer Employee, from and after the Distribution Date or, if earlier, the date of the applicable Spinco Delayed Transfer Employee's termination of employment (the "Spinco Delayed Employment Period"), any Liability related to a Spinco Delayed Transfer Employee in respect of the Spinco Delayed Employment Period (including with respect to compensation and benefits paid by Pluto) shall be considered a Spinco Liability; provided that, during such period, the Spinco Group shall receive the benefit of such Spinco Delayed Transfer Employee's services; provided further, that if, pursuant to the NEB Agreement or other agreements between the Parties, the Spinco Group bears any Liabilities contemplated by this Section 4.01(d), the Spinco Group shall not be required to provide duplicative reimbursement of, or otherwise compensate the Pluto Group for, such Liabilities under this Section 4.01(d).

(e) Pluto Delayed Transfer Employees. Notwithstanding the foregoing, in the case of a Pluto Employee who is not employed by a member of the Pluto Group as of immediately prior to the Distribution Date or whose transfer of employment to the Pluto Group is otherwise delayed (a "Pluto Delayed Transfer Employee"), the Parties shall cooperate in good faith to cause such Pluto Delayed Transfer Employee to provide services to the Pluto Group while remaining employed by the Spinco Group until such time as such Pluto Delayed Transfer Employee's employment can be transferred to the Pluto Group or otherwise terminates with the Spinco Group. The Parties shall cooperate in good faith to cause each Pluto Delayed Transfer Employee to commence employment with a member of the Pluto Group as soon as reasonably practicable following the Distribution Date as permitted by applicable Law in such a manner that, to the maximum extent practical, does not trigger the right of such Pluto Employee to redundancy, severance, termination or similar pay and is otherwise consistent with the terms and conditions of this Agreement and applicable Law or Labor Agreement. Notwithstanding the delayed transfer of a Pluto Delayed Transfer Employee, from and after the Distribution Date or, if earlier, the date of the applicable Pluto Delayed Transfer Employee's termination of employment (the "Pluto Delayed Employment Period"), any Liability related to a Pluto Delayed Transfer Employee in respect of the Pluto Delayed Employment Period (including with respect to compensation and benefits paid by Spinco) shall be considered a Pluto Liability; provided

that, during such period, the Pluto Group shall receive the benefit of such Pluto Delayed Transfer Employee's services; provided further, that if, pursuant to the NEB Agreement or other agreements between the Parties, the Pluto Group bears any Liabilities contemplated by this Section 4.01(e), the Pluto Group shall not be required to provide duplicative reimbursement of, or otherwise compensate the Spinco Group for, such Liabilities under this Section 4.01(e).

Section 4.02 Assignment and Transfer of Independent Contractors. Effective as of no later than the Distribution Date, (a) the applicable member of the Pluto Group shall have taken such actions as are necessary to ensure that the contract of services of each individual who is an independent contractor of any member of the Pluto Group or the Spinco Group who is actively providing services immediately prior to the Distribution Date and is exclusively or primarily engaged in the Spinco Business (collectively, the "Spinco Independent Contractors") is transferred to a member of the Spinco Group no later than as of the Distribution Date and (b) the applicable member of the Pluto Group shall have taken such actions as are necessary to ensure that the contract of services of each individual who is an independent contractor of any member of the Pluto Group or the Spinco Group other than the Spinco Independent Contractors (collectively, the "Pluto Independent Contractors") is transferred to a member of the Pluto Group no later than as of the Distribution Date, in each case, to the extent permitted by the applicable contract of services and subject to the consent of the applicable independent contractor to the extent required. Each of the Parties agrees to execute, and to seek to have the applicable independent contractors execute, such documentation, if any, as may be necessary to reflect such assignment and/or transfer.

Section 4.03 At-Will Status. Nothing in this Agreement shall change the employment status of any Employee from "at-will," to the extent that such Employee is an "at-will" employee under applicable Law.

Section 4.04 Severance. The Parties acknowledge and agree that the Separation, the Distribution and the assignment, transfer or continuation of the employment of Employees as contemplated by this Article IV shall not be deemed an involuntary termination of employment or a termination of services entitling any Spinco Service Provider or Pluto Service Provider to redundancy, termination, severance or similar payments or benefits.

Section 4.05 Individual Agreements.

(a) Assignment by Pluto or Spinco. (i) Pluto shall assign, or cause an applicable member of the Pluto Group to assign, to Spinco or another member of the Spinco Group, as designated by Spinco, all Spinco Individual Agreements, with such assignment to be effective as of no later than the Distribution Date and (ii) Spinco shall assign, or cause an applicable member of the Spinco Group to assign, to Pluto or another member of the Pluto Group, as designated by Pluto, all Pluto Individual Agreements, with such assignment to be effective as of no later than the Distribution Date; provided, however, that to the extent that assignment of any such Spinco Individual Agreement or Pluto Individual Agreement is not permitted by the terms of such agreement or by applicable Law, effective as of the Distribution Date, each member of the Spinco Group (in the case of each Spinco Individual Agreement) or the Pluto Group (in the case of each Pluto Individual Agreement) shall be considered to be a successor to each member of the Spinco Group or Pluto Group, as applicable, for purposes of, and a third-party beneficiary with

respect to, such agreement, such that each member of the Spinco Group or Pluto Group, as applicable, shall enjoy all of the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary), with respect to the business operations of the Spinco Group or Pluto Group, as applicable; provided further that in no event shall (A) Pluto be permitted to enforce any Spinco Individual Agreement (including any agreement containing non-competition or non-solicitation covenants) against a Spinco Employee for action taken in such individual's capacity as a Spinco Employee other than on behalf of the Spinco Group as requested by the Spinco Group in its capacity as a third-party beneficiary or (B) Spinco be permitted to enforce any Pluto Individual Agreement (including any agreement containing non-competition or non-solicitation covenants) against a Pluto Employee for action taken in such individual's capacity as a Pluto Employee other than on behalf of the Pluto Group as requested by the Pluto Group in its capacity as a third-party beneficiary.

(b) Assumption by Spinco and Pluto. Effective as of no later than the Distribution Date, Spinco shall assume and honor any Spinco Individual Agreement and Pluto shall assume and honor any Pluto Individual Agreement.

Section 4.06 Consultation with Labor Representatives; Labor Agreements. The Parties shall cooperate to inform and consult with any labor union, works council or other labor representative regarding the Transactions to the extent required by Law or a Labor Agreement. No later than as of immediately before the Distribution Time, Spinco, or another member of the Spinco Group, shall take or cause to be taken all actions that are necessary (if any) for Spinco or another member of the Spinco Group to (a) assume any Labor Agreements in effect with respect to Spinco Employees and Former Spinco Employees (excluding any Pluto Employees or Former Pluto Employees to the extent applicable) and (b) unless otherwise provided in this Agreement, assume and honor any obligations of the Pluto Group under any Labor Agreements as such obligations relate to Spinco Employees and Former Spinco Employees. No later than as of immediately before the Distribution Time, Pluto, or another member of the Pluto Group, shall take or cause to be taken all actions that are necessary (if any) for Pluto or another member of the Pluto Group to (a) assume any Labor Agreements in effect with respect to Pluto Employees and Former Pluto Employees (excluding any Spinco Employees or Former Spinco Employees to the extent applicable) and (b) assume and honor any obligations of the Spinco Group under any Labor Agreements as such obligations relate to Pluto Employees and Former Pluto Employees. Following the Distribution Time, (a) the Spinco Group shall indemnify and hold harmless the Pluto Indemnitees against any Liabilities assumed by any member of the Spinco Group pursuant to this Section 4.06 and (b) the Pluto Group shall indemnify and hold harmless the Spinco Indemnitees against any Liabilities assumed by any member of the Pluto Group pursuant to this Section 4.06.

Section 4.07 WARN Act and Other Notices. The Spinco Group shall provide any required notice under the Worker Adjustment and Retraining Notification Act and any similar foreign, state, local or other applicable Law (collectively, "WARN") and otherwise comply with any such requirement with respect to any "plant closing" or "mass layoff" (as defined in WARN) or similar event, in each case, occurring after the Distribution Time and affecting Spinco Employees. The Spinco Group shall indemnify and hold harmless the Pluto Indemnitees against any such Liabilities relating to WARN with respect to any events occurring after the Distribution Time, in accordance with Article IV of the Separation Agreement.

ARTICLE V

DEFINED BENEFIT PLANS

Section 5.01 U.S. Defined Benefit Plans.

(a) Pluto Consolidated Pension Plan. As of the Distribution Time, the Pluto Group shall retain, and no member of the Spinco Group shall assume or retain sponsorship of, or any Assets or Liabilities with respect to, the Pluto Consolidated Pension Plan.

(b) Puerto Rico Defined Benefit Plans. The Pluto Group and the Spinco Group shall merge the Searle-Monsanto Puerto Rico Employees' Retirement Plan and the Pluto Consolidated Pension Plan for Employees Resident in Puerto Rico (the "Puerto Rico DB Plans") prior to the Distribution Date. As of the Distribution Time, the Spinco Group shall retain, and no member of the Pluto Group shall assume or retain sponsorship of, or any Liabilities with respect to, the Puerto Rico DB Plans; provided, however, except as provided in this Section 5.01(b), the Pluto Group shall retain all Assets relating to the Puerto Rico DB Plans in a master trust that holds the Assets attributable to the Puerto Rico DB Plans (which trust shall be retained by the Pluto Group) from and following the Distribution Time (the "Pluto Master Trust"). In lieu of transferring the Assets attributable to the Puerto Rico DB Plans to a trust designated by Spinco (the "Spinco Master Trust") in kind, the Pluto Group shall transfer cash payments from the Pluto Master Trust to the Spinco Master Trust equal to the value of the Assets attributable to the Puerto Rico DB Plans on the following schedule:

(i) Assets Valued on a Daily Basis. The pro rata share of the Puerto Rico DB Plans' interest in the Assets held by the Pluto Master Trust with a readily ascertainable fair market value and that are valued on a daily basis shall be valued as of the close of the market (regular hours) on the last trading day immediately prior to the Distribution and such value shall be transferred to the Spinco Master Trust in cash on the Distribution Date.

(ii) Assets Valued on a Monthly Basis. The pro rata share of the Puerto Rico DB Plans' interest in the Assets held by the Pluto Master Trust that are valued on a monthly basis (the "Monthly Assets") shall be valued as of the last day of the month coincident with or immediately prior to the Distribution (such date, the "Monthly Valuation Date" and such amount, the "Monthly Asset Transfer Amount") and shall be transferred to the Spinco Master Trust in cash on the Distribution Date plus simple interest (using the one month treasury rate in effect on the Distribution Date) on such amount from the date immediately following such Monthly Valuation Date through the date immediately preceding the Distribution Date; provided, however, if the valuation for the Monthly Valuation Date for the Monthly Assets has not been received by Pfizer (or its authorized agent managing such Assets) prior to the Distribution Date, then such transfer shall be in two tranches as follows:

- A. The first tranche shall transfer on the Distribution Date and shall equal 80% of the pro rata share of the Puerto Rico DB Plans' interest in the Monthly Assets, valued as of the last day of the month for which such valuation is available (the "Initial Monthly Transfer Amount") plus simple interest (using the one month treasury rate in effect on the Distribution Date) on such amount from the date immediately following such Monthly Valuation Date through the date immediately preceding the Distribution Date.
- B. The second tranche shall transfer as soon as practicable following the receipt by Pfizer (or any authorized agent managing such Assets) of the valuations for the Monthly Valuation Date and shall equal the Monthly Asset Transfer Amount minus the Initial Monthly Transfer Amount, along with simple interest (using the one month treasury rate in effect on the Distribution Date) on such difference from the date immediately following the Monthly Valuation Date through the date immediately preceding the date of transfer.
- C. If the Initial Monthly Transfer Amount exceeds the Monthly Asset Transfer Amount, the Spinco Master Trust will transfer back to the Pfizer Master Trust such excess plus simple interest (using the one month treasury rate in effect on the Distribution Date) from the date immediately following the Monthly Valuation Date through the date immediately preceding the date of such transfer.

(iii) Assets Valued on a Quarterly Basis. The pro rata share of the Puerto Rico DB Plans' interest in each Asset held by the Pluto Master Trust that is valued on a Quarterly Basis (the "Quarterly Asset") shall be valued as of the last day of the quarter for which a valuation is published or available to Pfizer (or any authorized agent managing such Assets) for such Asset (the "Quarterly Valuation Date") and shall be transferred to the Spinco Master Trust in cash (the "Quarterly Asset Transfer Amount") on the Distribution Date along with imputed earnings on the Quarterly Asset Transfer Amount from the date immediately following such Quarterly Valuation Date through the date immediately preceding the date of transfer. Such imputed earnings shall be calculated based on the investment class of such Asset (private real estate, private equity, venture capital or private debt investment) and the historical rate of return on all Assets in such investment class in the Pfizer Master Trust over the 10 year period ending on the most recent month-end for which such returns are available for each Asset in such class prior to the Distribution Date.

The amount transferred from the Pluto Master Trust to the Spinco Master Trust shall be adjusted to take into account any benefit payments made from the Pluto Master Trust attributable to the Puerto Rico DB Plans after the Distribution Date but prior to the date of transfer. Notwithstanding anything to the contrary in the Separation Agreement, Pluto and Spinco agree that the Assets described in this Section 5.01(b) (i) are the subject matter of this Agreement and not the Separation Agreement and (ii) shall not be included in the Spinco Cash Balance or the calculation of the Spinco Cash Balance pursuant to the Separation Agreement.

(c) As soon as reasonably practicable following any cash transfers made pursuant to this Section 5.01, the Pluto Group shall deliver to the Spinco Group copies of the relevant valuation reports used by the Pluto Group to make the determinations required by this Section 5.01(b) and any other supporting information as may be reasonably requested by Spinco.

Section 5.02 Non-U.S. Defined Benefit Plans.

(a) Establishment of Non-U.S. Defined Benefit Plans. Effective as of, or as soon as practicable following, the Distribution Date, Spinco shall establish or designate defined benefit pension or termination benefit plans or arrangements, as applicable (collectively, the “Spinco Non-U.S. Defined Benefit Plans”), for the benefit of the Spinco Employees and Former Spinco Employees who participate in or accrue benefits pursuant to the Plans set forth on Exhibit 5.02(a) or any other arrangement with respect to which a transfer of Assets or Liabilities is required whether under a Plan or pursuant to applicable Law (collectively, the “Pluto Non-U.S. Defined Benefit Plans,” and the Spinco Employees and Former Spinco Employees who participate in or accrue benefits pursuant to the Pluto Non-U.S. Defined Benefit Plans, the “Transferred Defined Benefit Plan Participants”). Each Spinco Non-U.S. Defined Benefit Plan shall provide, upon the transfer of Assets referred to below (or, if there is no transfer of Assets with respect to a particular Plan because the Plan is not funded, or is funded through a funding vehicle that is not owned by the Pluto Group as of the Distribution Date), that the accrued benefits of the Transferred Defined Benefit Participants under such Spinco Non-U.S. Defined Benefit Plan shall in no event be less than their accrued benefits under the corresponding Pluto Non-U.S. Defined Benefit Plan as of the Distribution Date (or in the case of Transition Benefits under a Pluto Non-U.S. Defined Benefit Plan, the date benefits are no longer accrued under such Pluto Non-U.S. Defined Benefit Plan). With respect to any Pluto Non-U.S. Defined Benefit Plan that is funded through a funding vehicle that is owned or controlled by the Pluto Group, Pluto shall cause to be transferred from the trusts or other funding vehicles under such Pluto Non-U.S. Defined Benefit Plan to the trusts or other funding vehicles under the corresponding Spinco Non-U.S. Defined Benefit Plan Assets in the form of cash, cash equivalents, marketable securities or insurance contracts (to the extent allowable under the terms of such contracts and exclusively intended to cover plan benefits), the value of which shall be equal to: (i) the actuarial present value of projected benefits (that is, the “projected benefit obligation” as defined in Topic 715 in the FASB’s Accounting Standards Codification, the “PBO”) under such Pluto Non-U.S. Defined Benefit Plan as of the Distribution Date that is attributable to the Transferred Defined Benefit Plan Participants, *divided by* the PBO of all participants in such Pluto Non-U.S. Defined Benefit Plan as of the Distribution Date, *multiplied by* the market value of the Assets of such Pluto Non-U.S. Defined Benefit Plan at the Distribution Date; or (ii) such greater amount as is required to transfer by the applicable Plan, applicable Law or a Labor Agreement (such amounts, the “Non-U.S. Defined Benefit Plan Transfer Amounts”).

(b) Non-U.S. Defined Benefit Plan Transfer Amounts. The transfer of the Non-U.S. Defined Benefit Plan Transfer Amounts, and the assumption by Spinco and its Affiliates of Liabilities with respect to or relating to the Transferred Defined Benefit Plan Participants under the applicable Pluto Non-U.S. Defined Benefit Plans, shall be subject to such consents, approvals and other requirements as may apply under applicable Law. Spinco shall cause the corresponding Spinco Non-U.S. Defined Benefit Plans to accept the Non-U.S. Defined Benefit Plan Transfer Amounts. Actuarial determinations shall be made in accordance with Section 5.02(e). If a Pluto Non-U.S. Defined Benefit Plan is not required to be funded by applicable Law or is funded through a funding vehicle that is not owned or controlled by the

Pluto Group as of the Distribution Date, there shall be no transfer of Assets by the Pluto Non-U.S. Defined Benefit Plan or by Pluto or its Affiliates.

(c) Adjustments to Plan Transfer Amounts. The Non-U.S. Defined Benefit Plan Transfer Amounts, if any, from each Pluto Non-U.S. Defined Benefit Plan shall be equitably adjusted to take into account benefit accrual for Transition Benefits (including the related cost to the Pluto Group of providing such Transition Benefits, which may reduce the Non-U.S. Defined Benefit Plan Transfer Amounts), benefit payments made from the Pluto Non-U.S. Defined Benefit Plan to the Transferred Defined Benefit Plan Participants after the Distribution Date but prior to the date of transfer and for any investment returns, earnings and losses on such amounts during such period. The Non-U.S. Defined Benefit Plan Transfer Amounts, if any, shall be determined pursuant to Section 5.02(e).

(d) Assumption of Liabilities. At the times of the transfers of the Non-U.S. Defined Benefit Plan Transfer Amounts (or if there is no transfer of Assets with respect to a particular Plan because the Plan is not required to be funded under applicable Law, or is funded through a funding vehicle that is not owned or controlled by the Pluto Group as of the Distribution Date, from and after the Distribution Date), the Transferred Defined Benefit Plan Participants shall cease to be participants in the Pluto Non-U.S. Defined Benefit Plans (and for the avoidance of doubt, shall have ceased benefit accrual prior to the Distribution Date, other than benefit accrual for Transition Benefits under a Pluto Non-U.S. Defined Benefit Plan, which shall cease no later than the date specified on Exhibit 3.01(a) with respect to such plan), and Spinco and the Spinco Non-U.S. Defined Benefit Plans shall assume all Liabilities under the corresponding Pluto Non-U.S. Defined Benefit Plans in respect of the Transferred Defined Benefit Plan Participants, and Pluto and its Affiliates and the corresponding Pluto Non-U.S. Defined Benefit Plans shall be relieved of all such Liabilities under the Pluto Non-U.S. Defined Benefit Plans to the Transferred Defined Benefit Plan Participants.

(e) Actuarial Determinations. For purposes of this Section 5.02, actuarial determinations shall be based upon the actuarial assumptions and methodologies used in preparing the most recent audited financial statements of Pluto as of the date of the determination (except that the assumptions concerning the applicable discount rate and rate of compensation increases will be determined as of the Distribution Date by Mercer but consistent with the manner in which those assumptions were determined for the most recent audited financial statements of Pluto) (the "Actuarial Assumptions"). Unless otherwise agreed by the Parties, all actuarial determinations under this Agreement shall be made by Mercer.

(f) Delayed Transfers. Notwithstanding the foregoing, the Parties may agree to delay any transfer contemplated by this Section 5.02 to be effective as of a date coincident with or as soon as practicable following the transfer of a Spinco Delayed Transfer Employee to a member of the Spinco Group or a Delayed Asset (or such other date as agreed by the Parties in the case of Ireland, Japan and Switzerland), with the references to "Distribution Date" in this Section 5.02 to be the effective date as agreed in writing by the Parties.

Section 5.03 Pension Plan for Japan. The provisions set forth in Section 5.02 shall apply with respect to the Pluto Japan Pension Plan, provided that the reference to Transferred Defined Benefit Plan Participants shall include only Spinco Employees (and not Former Spinco Employees).

ARTICLE VI

DEFINED CONTRIBUTION PLANS

Section 6.01 U.S. Defined Contribution Plan.

(a) No Assumption of Defined Contribution Plan Liabilities of the Pluto Savings Plan. As of the Distribution Date, the Pluto Group shall retain, and no member of the Spinco Group shall assume or retain sponsorship of, or any Assets or Liabilities with respect to, the Pluto Savings Plan, other than with respect to the rollover of account balances described in Section 6.01(d) or any Liabilities arising from noncompliance by any member of the Spinco Group with the provisions of this Agreement.

(b) Pluto Savings Plan. Prior to the Distribution Date, Pluto or another member of the Pluto Group shall amend the Pluto Savings Plan and if applicable, the related trust agreement with The Northern Trust Company and take any other action necessary to provide that: (i) Spinco Employees shall be one hundred percent (100%) vested in their account balances under the Pluto Savings Plan as of the Distribution Date; (ii) Spinco Employees shall be entitled to receive Matching Contributions and Retirement Savings Contributions (as such terms are defined in the Pluto Savings Plan) with respect to the portion of the plan year ending immediately prior to the Distribution Time without regard to whether the Distribution Time coincides with the end of a calendar quarter or any requirement to be employed on the last day of the plan year; and (iii) three new unitized Spinco Share funds shall be established under the Pluto Savings Plan and related trust that will receive the Spinco Shares distributed in connection with the Distribution and the appropriate authorized officer of Pluto shall be further authorized and directed to amend the Pluto Savings Plan and related trust in such manner as is determined necessary or appropriate to provide for the operation, administration and termination of the Spinco Share funds and such additional actions as may be required in connection with the Distribution and in respect of other rights in respect of Spinco Shares under the Pluto Savings Plan and related trust.

(c) Spinco Savings Plan. Spinco shall, or shall cause any member of the Spinco Group, to establish or maintain a qualified defined contribution plan (the "Spinco Savings Plan"), effective as of the Distribution Date. Spinco shall be responsible for taking all necessary, reasonable and appropriate action to establish, maintain and administer the Spinco Savings Plan so that it is qualified under Section 401(a) of the Code and that the related trust thereunder is exempt under Section 501(a) of the Code, and as soon as reasonably practicable following the Distribution Date, Spinco shall take all steps reasonably necessary to obtain a favorable determination from the IRS or obtain an opinion as to such qualification. Immediately prior to the Distribution Date, Spinco Employees shall cease active participation in the Pluto Savings Plan, and upon the Distribution Date, Spinco Employees shall be eligible to commence participation in the Spinco Savings Plan. Any minimum age or service requirements contained in the Spinco Savings Plan with respect to eligibility to participate generally or eligibility to share in any employer contributions under such plan shall be waived or deemed satisfied for Spinco Employees to the extent waived or satisfied under the Pluto Savings Plan immediately prior to the Distribution Date.

(d) Rollover of Account Balances. As soon as practicable after the Distribution Date, Pluto and Spinco shall take any and all actions as may be required to permit each Spinco Employee to elect to make rollover contributions of “eligible rollover distributions” (within the meaning of Section 402(c)(4) of the Code) in cash or loan notes in an amount equal to the entire eligible rollover distribution distributable to such Spinco Employee from the Pluto Savings Plan to Spinco Savings Plan.

(e) Wyeth Union Savings Plan. The provisions of Section 6.01 as applied to the Pluto Savings Plan shall also apply to the Wyeth Union Savings Plan to the extent applicable.

Section 6.02 Puerto Rico Savings Plan.

(a) Pluto Assumption of the Puerto Rico Savings Plan. As of the Distribution Date, the Pluto Group shall assume, and no member of the Spinco Group shall retain sponsorship of, or any Assets or Liabilities with respect to, the Puerto Rico Savings Plan, other than with respect to the rollover of account balances described in Section 6.02(c) or any Liabilities arising from noncompliance by any member of the Spinco Group with the provisions of this Agreement.

(b) Treatment of Spinco Employee Participants. Prior to the Distribution Date, Spinco or another member of the Spinco Group shall amend the Puerto Rico Savings Plan and take any other action necessary to provide that: (i) a member of the Pluto Group shall be the plan sponsor of the Puerto Rico Savings Plan effective as of the Distribution Date; (ii) Spinco Employees shall be one hundred percent (100%) vested in their account balances under the Puerto Rico Savings Plan as of the Distribution Date; (iii) Spinco Employees shall be entitled to receive Matching Contributions and Retirement Savings Contributions (as such terms are defined in the Puerto Rico Savings Plan) with respect to the portion of the plan year ending immediately prior to the Distribution Time without regard to whether the Distribution Time coincides with the end of a calendar quarter or any requirement to be employed on the last day of the plan year; and (iv) two new unitized Spinco Share funds shall be established, one for each of the existing Pluto Share funds under the Puerto Rico Savings Plan and related trust that will receive the Spinco Shares distributed in connection with the Distribution, and the appropriate authorized officer of Pluto shall be further authorized and directed to amend the Puerto Rico Savings Plan and related trust in such manner as is determined necessary or appropriate to provide for the operation, administration and termination of the Spinco Share funds and such additional actions as may be required in connection with the Distribution and in respect of other rights in respect of Spinco Shares under the Puerto Rico Savings Plan and related trust. Upon the Distribution Date, Spinco Employees covered by the Puerto Rico Savings Plan immediately before the Distribution Date shall be eligible to commence participation in a savings plan maintained by Spinco for employees in Puerto Rico. Any minimum age or service requirements contained in such savings plan with respect to eligibility to participate generally or eligibility to share in any employer contributions under such plan shall be waived or deemed satisfied for Spinco Employees to the extent waived or satisfied under the Puerto Rico Savings Plan immediately prior to the Distribution Date.

(c) Rollover of Account Balances. As soon as practicable after the Distribution Date, Spinco shall take any and all actions as may be required to permit each Spinco Employee to elect to make rollover contributions in cash or loan notes in an amount equal to the entire eligible rollover distribution distributable to such Spinco Employee from the Puerto Rico Savings Plan to a plan designated by Spinco and permitted pursuant to the terms of the Puerto Rico Savings Plan or applicable Law.

Section 6.03 Non-U.S. Defined Contribution Plans. The Pluto Group shall retain, and no member of the Spinco Group shall assume or retain, sponsorship of, or any Assets or Liabilities with respect to, any defined contribution plan maintained for Spinco Employees or Former Spinco Employees in any non-U.S. jurisdiction, except as required by applicable Law or with respect to the rollover of account balances of Spinco Employees to the extent permissible in such non-U.S. jurisdiction or any Liabilities arising from noncompliance by any member of the Spinco Group with the provisions of this Agreement or Liabilities arising from the Transition Benefits, if any. Other than with respect to any rollover of account balances in accordance with the immediately preceding sentence, Pluto or another member of the Pluto Group shall retain all accounts and all Assets and Liabilities relating to any defined contribution plan maintained for Spinco Employees or Former Spinco Employees in any non-U.S. jurisdiction with respect to each Spinco Employee and each Former Spinco Employee.

ARTICLE VII

NONQUALIFIED PLANS

Section 7.01 Nonqualified Plans. The Pluto Group shall retain, and no member of the Spinco Group shall assume or retain sponsorship of, or any Assets or Liabilities with respect to, the Pluto Nonqualified Plans.

Section 7.02 Distributions. The Parties acknowledge that none of the Transactions shall trigger a payment or distribution of compensation under any of the Pluto Nonqualified Plans for any participant and consequently, that the payment or distribution of any compensation to which such participant is entitled under any such plan shall occur upon such participant's separation from service from the Spinco Group or the Pluto Group or at such other time as provided in the applicable deferred compensation plan or participant's deferral election. Spinco shall notify Pluto in writing of a Spinco Employee's separation from service with a member of the Spinco Group within thirty (30) days thereafter. The obligations of one Party to provide Information to the other Party in order to allow the administration of the Pluto Nonqualified Plans pursuant to this Article VII are set forth in Section 14.01.

ARTICLE VIII

HEALTH AND WELFARE PLANS

Section 8.01 Health and Welfare Plan Liabilities. Except as otherwise provided in this Article VIII, including Section 8.02 regarding life insurance and Section 8.06 regarding long-term disability benefits, effective as of the Distribution Time, the Spinco Group shall retain or assume, as applicable, all Liabilities relating to, arising out of or resulting from health and welfare

coverage or claims incurred by or on behalf of Spinco Employees or Former Spinco Employees under the Pluto Health and Welfare Plans and Spinco Health and Welfare Plans before, at, or after the Distribution Time, including costs for Transition Benefits (including premiums for medical, disability or life coverage); provided that if, pursuant to the Transition Services Agreement, the Spinco Group bears any Liabilities for Transition Benefits, the Spinco Group shall not be required to provide duplicative reimbursement of, or otherwise compensate the Pluto Group for, such Liabilities arising from Transition Benefits. Any Liabilities incurred or paid by the Pluto Group shall be subject to reimbursement by the Spinco Group in accordance with Section 14.05.

Section 8.02 Allocation of Life Insurance Liabilities. Each Pluto Life Insurance Plan shall retain all Liabilities with respect to covered life insurance claims incurred prior to the Distribution Date by Employees and Former Employees and their respective dependents (and for claims incurred prior to the date set forth on Exhibit 3.01(a) for any Spinco Employee receiving life insurance coverage as a Transition Benefit to the extent covered), other than any Liabilities with respect to claims incurred under a Spinco Life Insurance Plan by any such Employees or Former Employees and their respective dependents which will be retained by Spinco. The applicable Spinco Life Insurance Plans shall be responsible for all Liabilities with respect to life insurance claims incurred after the Distribution Date by Spinco Employees and their dependents. For these purposes, a claim shall be deemed to be incurred on the date of the death of the insured person.

Section 8.03 Post-Separation Transitional Arrangements.

(a) Coverage and Contribution Elections. As of the Distribution Date, Spinco shall cause the Spinco Health and Welfare Plans (including the Spinco Flexible Benefits Plan) to recognize and maintain all coverage and contribution elections made by Spinco Employees and Former Spinco Employees under the corresponding Pluto Health and Welfare Plans (including the Pluto Dependent Care Flexible Benefits Plan) and apply such elections under Spinco Health and Welfare Plans for the remainder of the period or periods for which such elections are, by their terms, applicable. All waiting periods and pre-existing condition exclusions and actively-at-work requirements shall be waived with respect to Spinco Employees and Former Spinco Employees who were not subject to any such waiting periods, exclusions or requirements under a Pluto Health and Welfare Plan in which such employees participate immediately prior to the Distribution Date. For the avoidance of doubt, nothing herein shall prevent Spinco from conducting open enrollment and accepting elections under Spinco Health and Welfare Plans.

(b) Deductibles and Out-of-Pocket Maximums. On and after the Distribution Date, Spinco shall cause the Spinco Health Plans to recognize and give credit for or take into account all amounts applied to deductibles, out-of-pocket maximums and copayments with respect to which such expenses have been incurred by Spinco Employees and Former Spinco Employees under the Pluto Health Plans for the remainder of the calendar year in which the Distribution Date occurs.

Section 8.04 Flexible Benefits Plans.

(a) Pluto Healthcare Flexible Benefits Plan. Effective as of the Distribution Date, the Spinco Employees shall cease to be participants in the Pluto Healthcare Flexible Benefits Plan, and the Pluto Group shall retain all Assets and Liabilities in respect of the Pluto Healthcare Flexible Benefits Plan.

(b) Pluto Dependent Care Flexible Benefits Plan. Effective as of the Distribution Date, the Spinco Employees shall cease to be participants in the Pluto Dependent Care Flexible Benefits Plan. The Parties shall take all steps necessary or appropriate so that the account balances (whether positive or negative) (the “Transferred Account Balances”) under the Pluto Dependent Care Flexible Benefits Plan of each Spinco Employee or Former Spinco Employee who has elected to participate therein in the year in which the Distribution Date occurs shall be transferred, as soon as practicable after the Distribution Date, from the Pluto Dependent Care Flexible Benefits Plan to the corresponding Spinco Flexible Benefits Plan. The Spinco Flexible Benefits Plan shall assume responsibility as of the Distribution Date for all outstanding claims under the Pluto Dependent Care Flexible Benefits Plan of each Spinco Employee or Former Spinco Employee for the year in which the Distribution Date occurs and shall assume and agree to perform the obligations of the analogous Pluto Dependent Care Flexible Benefits Plan from and after the Distribution Date. As soon as practicable after the Distribution Date, and in any event within thirty (30) days after the amount of the Transferred Account Balances is determined or such later date as mutually agreed upon by the Parties, Pluto shall pay Spinco the net aggregate amount of the Transferred Account Balances if such amount is positive, and Spinco shall pay Pluto the net aggregate amount of the Transferred Account Balances if such amount is negative.

Section 8.05 COBRA. Effective as of the Distribution Time, (a) the Pluto Group shall assume or retain responsibility for complying with, and providing coverage pursuant to, the health care continuation requirements of COBRA, and the corresponding provisions of the Pluto Health Plans (including the Pluto Healthcare Flexible Benefits Plan), with respect to any Pluto Employees, Spinco Employees or Former Employees (and their covered dependents), but not any Former Spinco Employees receiving severance and benefit continuation as of the Distribution Time, who incur a qualifying event or loss of coverage under the Pluto Health Plans or the Puerto Rico Health Plan on or prior to the Distribution Time, and (b) the Spinco Group shall assume or retain responsibility for complying with, and providing coverage pursuant to, the health care continuation requirements of COBRA, and the corresponding provisions of the Spinco Health Plans (including the Puerto Rico Health Plan), with respect to any Spinco Employees (and their covered dependents) and Former Spinco Employees, including any Former Spinco Employee receiving severance and benefit continuation as of the Distribution Time, who incur a qualifying event or loss of coverage under the Spinco Health Plans following the Distribution Time; provided that the Spinco Group shall retain or assume, as applicable, all Liabilities relating to, arising out of or resulting from health and welfare claims incurred by or on behalf of Spinco Employees or Former Spinco Employees (and their covered dependents) under the Pluto Health and Welfare Plans before, at, or after the Distribution Time. Any Liabilities of the Spinco Group incurred or paid by the Pluto Group shall be subject to reimbursement by the Spinco Group in accordance with Section 14.05, and any Liabilities of the Pluto Group incurred or paid by the Spinco Group shall be subject to reimbursement by the Pluto Group in accordance with Section 14.05. The Parties agree that the consummation of the transactions contemplated by the Separation Agreement shall not constitute a COBRA qualifying event for any purpose of COBRA.

Section 8.06 Disability Plans. The Pluto Group shall retain all Liabilities for long-term disability benefits with respect to (a) all Pluto Employees and Former Employees and (b) any Spinco Employee who, as of the Distribution Time, is on short-term disability leave and who subsequently becomes eligible to receive long-term disability benefits under such plans but only with respect to disability claims incurred by such Spinco Employee prior to the Distribution Time (and for claims incurred prior to the date set forth on Exhibit 3.01(a) by any Spinco Employee receiving disability benefits coverage as a Transition Benefit to the extent covered) (other than, in the case of clauses (a) and (b), Liabilities for long-term disability benefits with respect to claims incurred under a Spinco Long-Term Disability Plan, which will be retained by Spinco). For this purpose, a disability claim shall be considered incurred on the date of the occurrence of the event or condition giving rise to disability. Without limiting the generality of the foregoing, the Spinco Group shall be responsible for Liabilities related to all other compensation and benefits of such Spinco Employee or Former Spinco Employee that are allocated to the Spinco Group pursuant to this Agreement, including Liabilities related to severance or group health benefits.

Section 8.07 Leave of Absence Programs and FMLA. Effective as of the Distribution Date, (a) the Spinco Group shall honor all terms and conditions of leaves of absence that have been granted by Pluto to any Spinco Employee under a Pluto Leave of Absence Program or FMLA or other applicable Law regarding leave of absence before the Distribution Date, including such leaves that are to commence after the Distribution Date; (b) the Spinco Group shall be solely responsible for administering any such leave of absence and complying with FMLA or other applicable Laws regarding leave of absence with respect to Spinco Employees; and (c) the Spinco Group shall recognize all periods of service of Spinco Employees with the members of the Pluto Group, as applicable, to the extent such service is recognized by the members of the Pluto Group for the purpose of eligibility for leave entitlement under the Pluto Leave of Absence Programs, FMLA and other applicable Laws.

Section 8.08 Pluto Workers' Compensation Program. The treatment of workers' compensation shall be governed by the Separation Agreement.

ARTICLE IX

RETIREE MEDICAL PLANS

Section 9.01 Pluto Canada Retiree Medical Plan. Effective as of no later than the Distribution Time, each Spinco Employee who participates in or accrues benefits pursuant to the Pluto Canada Retiree Medical Plan, or who would have been eligible to participate in the Pluto Canada Retiree Medical Plan as of the Distribution Time (subject to satisfaction of the age and service requirements thereof), shall cease actively participating or being eligible to become a participant, or accruing service towards eligibility, in the Pluto Canada Retiree Medical Plan, and the Pluto Group shall have no Liabilities in respect of the provision of post-retirement medical benefits to such Spinco Employee. As soon as administratively practicable following the Distribution Time, the Spinco Group shall make a cash payment in the amount previously agreed between the Parties, and sufficient to avoid triggering redundancy, severance, termination or similar payments or benefits, to each Spinco Employee who participated in or accrued benefits pursuant to the Pluto Canada Retiree Medical Plan as of immediately prior to the Distribution Time. Any Liability related to redundancy, severance, termination or similar payments or benefits arising from the Spinco Group's failure to provide post-retirement medical benefits to such Spinco Employees shall be a Spinco Liability.

Section 9.02 Puerto Rico Retiree Medical Plan. The Spinco Group shall retain, and no member of the Pluto Group shall assume or retain sponsorship of, or any Liabilities with respect to, all individuals who are eligible to participate in the Puerto Rico Retiree Medical Plan as of immediately prior to the Distribution Date (without regard to whether he or she is an Employee or Former Employee or has enrolled in or commenced benefits under such plan) (collectively, the "Retiree Medical Plan Participants"). Spinco shall have the right to freeze, amend or terminate the Puerto Rico Retiree Medical Plan at any time following the Distribution Date; provided, however, that (a) any action with respect to the Puerto Rico Retiree Medical Plan shall not discriminate among the Retiree Medical Plan Participants and (b) Spinco shall provide the Retiree Medical Plan Participants with a reasonable period of notice prior to any such action. Notwithstanding the right to freeze, amend or terminate the Puerto Rico Retiree Medical Plan, Spinco shall be required to provide the Retiree Medical Plan Participants with benefits through continued operation of the plan, a cash payment or payments in lieu of benefits or procurement of comparable benefits through a third-party provider that maximizes the value of any substitute benefit coverage with an aggregate cash cost for such benefits and cash payments to Spinco that is no less than the amount specified on Exhibit 9.02 of this Agreement (the "Total Cost Amount"). If Spinco elects to satisfy its obligation through a cash payment or payments to the Retiree Medical Plan Participants, the amount of the payment or payments to each Retiree Medical Plan Participant shall equal the allocable portion of the actuarial value of the benefit that would have otherwise been provided had the plan continued without freeze, amendment or termination (determined based on reasonable actuarial assumptions); provided that, (i) if the Total Cost Amount would be exceeded (taking into account both the payments and costs incurred by Spinco under the Puerto Rico Retiree Medical Plan with respect to claims paid following the Distribution), the cash payments to each Retiree Medical Plan Participant shall be reduced on a proportional basis but only to the extent that the Total Cost Amount is not exceeded and (ii) if the Total Cost Amount would not be exceeded (taking into account both the payments and costs incurred by Spinco under the Puerto Rico Retiree Medical Plan with respect to claims paid following the Distribution), the remaining amount up to the Total Cost Amount shall be allocated on a proportional basis.

Section 9.03 U.S. Retiree Medical Plan. The Pluto Group shall retain, and no member of the Spinco Group shall assume sponsorship of, or any Liabilities with respect to, the U.S. Retiree Medical Plan.

ARTICLE X

NON-EQUITY INCENTIVE PRACTICES AND PLANS

Section 10.01 Corporate Bonus Practices. The Spinco Group shall be responsible for determining all non-equity bonus awards that would otherwise be payable to Spinco Employees or Former Spinco Employees for any performance periods that are open as of the Distribution Time. The Spinco Group shall also determine for Spinco Employees or Former Spinco Employees (a) the extent to which established performance criteria (as interpreted by the Spinco Group, in its sole discretion) have been met, and (b) the payment level for each Spinco Employee

or Former Spinco Employee. The Spinco Group shall assume all Liabilities with respect to any such bonus awards payable to Spinco Employees or Former Spinco Employees for any performance periods that are open as of the Distribution Time and thereafter, and no member of the Pluto Group shall have any obligations with respect thereto. For the avoidance of doubt, the Pluto Group shall assume or retain all Liabilities with respect to any non-equity bonus awards that would otherwise be payable to Pluto Employees or Former Pluto Employees for any performance periods that are open as of the Distribution Time.

Section 10.02 Spinco Retained Bonus Plans. No later than the Distribution Time, the Spinco Group shall continue to retain (or assume as necessary) any incentive plan for the exclusive benefit of Spinco Employees and Former Spinco Employees, whether or not sponsored by the Spinco Group, and, from and after the Distribution Time, shall be solely responsible for all Liabilities thereunder.

ARTICLE XI

EQUITY COMPENSATION AND CERTAIN CASH AWARDS

Section 11.01 Spinco Stock Plan. Effective as of no later than immediately prior to the Distribution Time, Spinco shall adopt, and its shareholder shall approve, the Spinco Stock Plan in the form attached as Exhibit 10.1 to Amendment No. 1 to the Registration Statement on Form 10 filed by Spinco with the SEC.

Section 11.02 Equity Awards and Cash Awards Held by Spinco Employees.

(a) Vested Awards and Pro Rata Vested Awards. As of immediately prior to the Distribution Time, each Pluto Equity Award and Pluto Cash Award held by a Spinco Employee (other than any Spinco Delayed Transfer Employee) that is outstanding and unvested shall vest (or, in the case of a performance-based Pluto Equity Award or Pluto Cash Award, the applicable service requirement shall be deemed satisfied) in respect of a prorated portion of the Pluto Shares or cash subject to such Pluto Equity Award or Pluto Cash Award, as applicable, *equal* to the product of (i) the total number of Pluto Shares or amount of cash subject to such Pluto Equity Award or Pluto Cash Award, as applicable, *and* (ii) a fraction (A) the numerator of which is the number of days elapsed from the applicable date of grant through the day prior to the Distribution Date and (B) the denominator of which is the total number of days in the vesting period. Each Pluto Equity Award and Pluto Cash Award that is held by a Spinco Employee and that is outstanding and vested immediately prior to the Distribution Time (including any portion of a Pluto Equity Award or Pluto Cash Award that becomes vested or for which the applicable service requirement is deemed satisfied pursuant to the immediately preceding sentence), shall remain denominated, as of immediately following the Distribution Time, in Pluto Shares or cash, as applicable, and shall settle according to the existing terms of such Pluto Equity Awards or Pluto Cash Awards, as applicable; provided that Pluto may adjust the terms of Pluto Equity Awards and Pluto Cash Awards as Pluto determines, in its sole discretion, to be appropriate to preserve the value of such awards as of immediately prior to and immediately following the Distribution Time, which adjustment shall not result in any Liability to the Spinco Group. Pluto shall retain all Liabilities with respect to each such vested Pluto Equity Award and Pluto Cash Award.

(b) Unvested Awards. As of immediately prior to the Distribution Time, each Pluto Equity Award and Pluto Cash Award held by a Spinco Employee (other than any Spinco Delayed Transfer Employee) that is outstanding and unvested and that does not vest pursuant to Section 11.02(a) (or, in the case of a performance-based Pluto Equity Award or Pluto Cash Award, for which the applicable service requirement is not deemed satisfied), shall be forfeited (the “Forfeited Pluto Equity Awards” and “Forfeited Pluto Cash Awards”). Effective as of the Distribution Time, Spinco shall grant to each such Spinco Employee a number of restricted stock units pursuant to the Spinco Stock Plan equal to the value of each such Forfeited Pluto Equity Award and Forfeited Pluto Cash Award (each such award, a “Spinco Make-Whole Award”) pursuant to the terms of the Spinco Stock Plan. For purposes of determining the value of (i) the Forfeited Pluto Equity Awards, the value of a Pluto Share shall be determined based on the closing price of a Pluto Share at the end of the regular trading session on the principal market for Pluto Shares on the Determination Date and (ii) the Spinco Make-Whole Awards, the value of a Spinco Share shall be determined based on the closing price of a Utah Ordinary Share at the end of the regular trading session on the principal market for Utah Shares on the Determination Date. Each such Spinco Make-Whole Award generally shall be subject to the same terms and conditions as the Forfeited Pluto Equity Awards and Forfeited Pluto Cash Awards; provided that (i) the vesting dates of any Spinco Make-Whole Award shall be the same as the vesting dates of the corresponding Forfeited Pluto Equity Award or Forfeited Pluto Cash Award, as applicable and (ii) the Spinco Make-Whole Award shall vest in full upon a termination of the applicable Spinco Employee’s employment with the Spinco Group based on terms no less favorable than those set forth Section 4.1 of the Utah Disclosure Schedule to the Business Combination Agreement and with any defined terms to be defined on terms no less favorable than the definitions applicable to the equity awards of similarly situated employees of Utah. Notwithstanding the foregoing, for purposes of this Section 11.02, with respect to each Spinco Delayed Transfer Employee, references to the Distribution Time (other than for purposes of adjustments to preserve the value of such awards as of immediately prior to and immediately following the Distribution Time) shall mean the Spinco Delayed Transfer Employee Transfer Date, and any Liability related to any Pluto Equity Award and Pluto Cash Award held by or granted to such Spinco Delayed Transfer Employee during the Spinco Delayed Employment Period shall be considered a Spinco Liability and be treated in accordance with Section 4.01(d) and the NEB Agreement; provided that if, pursuant to the NEB Agreement or other agreements between the Parties, the Spinco Group bears any Liabilities contemplated by this sentence, the Spinco Group shall not be required to provide duplicative reimbursement of, or otherwise compensate the Pluto Group for, such Liabilities.

Section 11.03 Equity Awards Held by Pluto Employees, Former Pluto Employees and Pluto Non-Employee Directors. Each Pluto Equity Award that is held by a Pluto Employee, Former Pluto Employee or current or former non-employee director of Pluto and that is outstanding immediately prior to the Distribution Time shall remain denominated, as of immediately following the Distribution Time, in Pluto Shares; provided that Pluto may adjust the terms of Pluto Equity Awards as Pluto determines, in its sole discretion, to be appropriate to preserve the value of such awards as of immediately prior to and immediately following the Distribution Time, which adjustment shall not result in any Liability to the Spinco Group. Pluto shall retain all Liabilities with respect to each such Pluto Equity Award held by a Pluto Employee, Former Pluto Employee or current or former non-employee director of Pluto.

Section 11.04 Necessary Actions. The Parties shall, as soon as practicable after the date hereof and in no event later than the Business Day immediately prior to the Distribution Date, take all actions as may be necessary to implement the provisions of this Article XI, including adopting any necessary resolutions.

ARTICLE XII

SEVERANCE, PAID TIME OFF AND HEATING ALLOWANCE

Section 12.01 Severance. Effective as of no later than the Distribution Time, and except as otherwise provided in Section 2.03(d), (a) the Spinco Group shall assume and be solely responsible for all Liabilities with respect to redundancy, termination, severance compensation or similar payments or benefits payable or provided to any Spinco Employee, Spinco Independent Contractor or Former Spinco Service Provider following the Distribution Time, whether arising before, at or after the Distribution Time and (b) the Pluto Group shall retain or assume and be solely responsible for all Liabilities with respect to redundancy, termination, severance compensation or similar payments or benefits payable or provided to any Pluto Employee, Pluto Independent Contractor or Former Pluto Service Provider, whether arising before, at or after the Distribution Time. Notwithstanding the foregoing, in the event a Japan Lyrica Employee becomes entitled to severance compensation or benefits as a result of a termination of employment following the Distribution Time, the Spinco Group shall be responsible for the payment of such compensation or benefits to such Japan Lyrica Employee; provided that, following the date on which Pluto and Utah shall enter into an agreement to unwind the Pluto-Utah Japan Collaboration Agreement, the Pluto Group shall reimburse the Spinco Group for fifty percent (50%) of such compensation or benefits paid or provided by the Spinco Group to each such Japan Lyrica Employee who is provided written notice of a termination of employment or eligibility to participate in a voluntary separation program, in each case, at any time between the Distribution Time and the nine (9) month anniversary of the initial entry of generic competition to Lyrica in Japan, in accordance with Section 14.05 of this Agreement.

Section 12.02 Paid Time Off Benefits. Effective as of no later than the Distribution Time, (a) the Spinco Group shall assume and honor all paid time off of the Spinco Employees and Former Spinco Employees that is accrued as of the Distribution Time and (b) the Pluto Group shall retain or assume and honor all paid time off of the Pluto Employees and the Former Pluto Employees that is accrued as of the Distribution Time.

Section 12.03 Heating Allowance. Except as otherwise provided in this Section 12.03, effective as of no later than the Distribution Date, the Spinco Group shall assume and be solely responsible for all Liabilities with respect to the heating allowance for any Spinco Employees or Former Spinco Employees located in China (the "China Heating Allowance"). The Parties may agree to delay all or any portion of the transfer of the China Heating Allowance contemplated by this Section 12.03 to be effective as of a date coincident with or as soon as practicable following the transfer of a Spinco Delayed Transfer Employee to a member of the Spinco Group or a Delayed Asset with the references to "Distribution Date" in this Section 12.03 to be the effective date as agreed by the Parties.

ARTICLE XIII

RESTRICTIVE COVENANTS

Section 13.01 Confidentiality and Proprietary Information. No provision of this Agreement, the Separation Agreement or any Ancillary Agreement shall be deemed to release any individual for any violation of the Pluto non-competition guidelines, non-solicit obligations or any agreement or policy pertaining to confidential or proprietary information of Pluto or any of its Subsidiaries, or otherwise relieve any individual of his or her obligations under such non-competition guidelines, non-solicit obligations or agreement or policy pertaining to confidential or proprietary information; provided, however, that the employment of any Spinco Employee with Spinco or any member of the Spinco Group on and following the Distribution Date shall not be a violation of any non-competition guidelines, non-solicit obligations or any agreement or policy pertaining to confidentiality or proprietary information of any member of the Pluto Group.

ARTICLE XIV

ADMINISTRATIVE PROVISIONS

Section 14.01 Information Sharing and Access.

(a) Sharing of Information. Subject to any limitations imposed by applicable Law, each of Pluto and Spinco (acting directly or through members of the Pluto Group or the Spinco Group, respectively) shall provide to the other Party and its authorized agents and vendors all Information necessary (including Information for purposes of determining benefit eligibility, participation, vesting, and calculation of benefits) on a timely basis under the circumstances for the Party to perform its duties under this Agreement and applicable Law. Such Information shall include Information relating to equity awards under a Pluto Stock Plan or the Spinco Stock Plan and Information relating to termination of employment for purposes of distributions under the Pluto Nonqualified Plans. To the extent that such Information is maintained by a third-party vendor, each Party shall use its commercially reasonable efforts to require the third-party vendor to provide the necessary Information and assist in resolving discrepancies or obtaining missing data. Pluto shall indemnify, defend and hold harmless the Spinco Indemnitees for any Losses and Liabilities related to or resulting from the failure by any member of the Pluto Group to provide timely and accurate Information prior to, at or after the Distribution Time in accordance with this Agreement, and Spinco shall indemnify, defend and hold harmless the Pluto Indemnitees for any Losses and Liabilities related to or resulting from the failure of any member of the Spinco Group to provide timely and accurate Information prior to, at or after the Distribution Time in accordance with this Agreement, in each case, in accordance with Article IV of the Separation Agreement.

(b) Access to Records. To the extent not inconsistent with this Agreement, the Separation Agreement or any applicable privacy protection Laws or regulations, reasonable access to Employee-related and benefit plan related records after the Distribution Time shall be provided to members of the Pluto Group and members of the Spinco Group pursuant to the terms and conditions of Article VI of the Separation Agreement.

(c) Maintenance of Records. With respect to retaining, destroying, transferring, sharing, copying and permitting access to all Employee-related Information, the Pluto Group and the Spinco Group shall comply with all applicable Laws, regulations, the terms of this Agreement and internal policies, and shall indemnify and hold harmless the other Party and its respective Indemnitees from and against any and all Liability, Actions, and damages that arise from a failure (by the indemnifying Party or its Subsidiaries or their respective agents) to so comply with all applicable Laws, the terms of this Agreement and internal policies applicable to such Information, in accordance with Article VI of the Separation Agreement.

(d) Cooperation. Each Party shall use commercially reasonable efforts to cooperate and work together to unify, consolidate and share (to the extent permissible under applicable privacy/data protection Laws) all relevant documents, resolutions, government filings, data, payroll, employment and benefit plan Information on regular timetables and cooperate as needed with respect to (i) any claims under or audit of or litigation with respect to any employee benefit plan, policy or arrangement contemplated by this Agreement, (ii) efforts to seek a determination letter, private letter ruling or advisory opinion from the IRS or U.S. Department of Labor on behalf of any employee benefit plan, policy or arrangement contemplated by this Agreement, (iii) any filings that are required to be made or supplemented to the IRS, U.S. Pension Benefit Guaranty Corporation, U.S. Department of Labor or any other Governmental Authority, and (iv) any audits by a Governmental Authority or corrective actions, relating to any Benefit Plan, labor or payroll practices; provided, however, that requests for cooperation must be reasonable and not interfere with daily business operations.

(e) Confidentiality. Notwithstanding anything in this Agreement to the contrary, all confidential records and data relating to Employees to be shared or transferred pursuant to this Agreement shall be subject to Section 6.08 of the Separation Agreement and the requirements of applicable Law.

Section 14.02 Audits Regarding Vendor Contracts. From the period beginning on the Distribution Date and ending on such date as Pluto and Spinco may mutually agree in writing, Pluto and Spinco and their duly authorized representatives shall have the right to conduct joint audits with respect to any vendor contracts that relate to both the Pluto Health and Welfare Plans and Spinco Health and Welfare Plans. The scope of such audits shall encompass the review of all correspondence, account records, claim forms, canceled drafts (unless retained by the bank), provider bills, medical records submitted with claims, billing corrections, vendor's internal corrections of previous errors and any other documents or instruments relating to the services performed by the vendor under the applicable vendor contracts. Pluto and Spinco shall agree on the performance standards, audit methodology, auditing policy and quality measures, reporting requirements, and the manner in which costs incurred in connection with such audits will be shared.

Section 14.03 Fiduciary Matters. Pluto and Spinco each acknowledge that actions contemplated to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if such Party fails to comply with any provisions hereof based upon such Party's good faith determination that to do so would violate such a fiduciary duty or standard (as supported by advice from counsel experienced in such matters). Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party and their respective Indemnitees for any Liabilities caused by the failure to satisfy any such responsibility, in accordance with Article IV of the Separation Agreement.

Section 14.04 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor) and such consent is withheld, Pluto and Spinco shall use their commercially reasonable best efforts to implement the applicable provision. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, Pluto and Spinco shall negotiate in good faith to implement the provision in a mutually satisfactory manner.

Section 14.05 Reimbursement of Costs and Expenses. The Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement (the "Requesting Party") as soon as practicable, but in any event within thirty (30) days of receipt of an invoice detailing all costs, expenses and other Liabilities paid or incurred by the Requesting Party (or any of its Affiliates), and any other substantiating documentation as the other Party shall reasonably request, that are, or have been made pursuant to this Agreement, the responsibility of the other Party (or any of its Affiliates) including those Liabilities, if any, under Section 6.01(b), Section 6.02(b), Section 8.01, Section 8.05, Section 15.01 and Section 15.01(b).

Section 14.06 Taxes and Filings. The Parties hereby acknowledge and agree that (a) the members of the Pluto Group shall be solely responsible for all obligations relating to reporting of Employment Taxes to the appropriate Governmental Authority, remitting the amounts of any such Employment Taxes required to be withheld or paid to the appropriate Governmental Authority and any regulatory filing obligation, in each case, related to any compensation or benefits that are required to be paid or provided by a member of the Pluto Group pursuant to this Agreement, and (b) the members of the Spinco Group shall be solely responsible for all obligations relating to reporting of Employment Taxes to the appropriate Governmental Authority, remitting the amounts of any such Employment Taxes required to be withheld or paid to the appropriate Governmental Authority and any regulatory filing obligation, in each case, related to any compensation or benefits that are required to be paid or provided by a member of the Spinco Group pursuant to this Agreement. Notwithstanding the foregoing, in the event that the Pluto Group or the Spinco Group, as applicable, pays or incurs a cost, expense or other Liability that is, or has been made pursuant to this Agreement, the responsibility of the other Group, the amount subject to reimbursement in accordance with Section 14.05 shall include the amount of Employment Taxes paid by the first Group in satisfying such obligation. In addition, with respect to each Spinco Employee and Former Spinco Employee, the Spinco Group shall be responsible for the filing of Form W-2 and Form 1095-C (to the extent applicable to such Spinco Employee or Former Spinco Employee) in respect of the year in which the Distribution Time occurs. Further, in accordance with and subject to the terms of the Tax Matters Agreement, the Pluto Group shall be entitled to any Tax deduction available in respect of all Liabilities related to compensation or benefits that it retains or assumes pursuant to this Agreement, and the Spinco Group shall be

entitled to any Tax deduction available in respect of all Liabilities related to compensation or benefits that it retains or assumes pursuant to this Agreement. In the event that the treatment specified in this Section 14.06 does not comply with applicable Law or results in adverse Tax consequences to the Parties or any Employees or Former Employees, the Parties agree to negotiate in good faith alternative treatment that complies with applicable Law and does not result in adverse Tax consequences to the Parties or any Employees or Former Employees.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Cooperation Relating to Claims.

(a) Duties of Spinco. Following the Effective Date, Spinco shall cooperate, and shall cause the members of the Spinco Group to cooperate fully with the members of the Pluto Group in the prosecution, defense and settlement of any claims for which any member of the Pluto Group retains Liability under this Agreement. Such cooperation shall include (i) affording the applicable member of the Pluto Group, its counsel and its other representatives reasonable access, upon reasonable written notice during normal business hours, to all relevant personnel, properties, books, contracts, commitments and records, (ii) furnishing promptly to the applicable member of the Pluto Group, its counsel and its other representatives such Information as they reasonably requested, and (iii) providing any other assistance to the applicable member of the Pluto Group, its counsel and its other representatives as they reasonably request. Pluto shall reimburse Spinco for reasonable costs and expenses incurred in assisting Pluto pursuant to this Section 15.01(a).

(b) Duties of Pluto. Following the Effective Date, Pluto shall cooperate, and shall cause the members of the Pluto Group to cooperate fully with the members of the Spinco Group in the prosecution, defense and settlement of any claims for which any member of the Spinco Group assumes Liability under this Agreement. Such cooperation shall include (i) affording the applicable member of the Spinco Group, its counsel and its other representatives reasonable access, upon reasonable written notice during normal business hours, to all relevant personnel, properties, books, contracts, commitments and records, (ii) furnishing promptly to the applicable member of the Spinco Group, its counsel and its other representatives such Information as they reasonably request, and (iii) providing any other assistance to the applicable member of the Spinco Group, its counsel and its other representatives as they reasonably request. Spinco shall reimburse Pluto for reasonable costs and expenses incurred in assisting Spinco pursuant to this Section 15.01(b).

Section 15.02 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Agreement, except for the indemnification rights under the Separation Agreement of any Pluto Indemnitee or Spinco Indemnitee in their respective capacities as such (which is intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons); provided that Utah shall be a third party beneficiary of the rights of Utah as expressly set forth in this Agreement. Nothing in this Agreement is intended to amend any employee benefit plan or affect the applicable plan

sponsor's right to amend or terminate any employee benefit plan pursuant to the terms of such plan. The provisions of this Agreement are solely for the benefit of the Parties, and no Service Provider or Former Service Provider, officer, director, or independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement.

Section 15.03 Survival of Covenants. Except as expressly set forth in this Agreement, any other Ancillary Agreement, the Separation Agreement or the Business Combination Agreement, the covenants contained in this Agreement, indemnification obligations and liability for the breach of any obligations contained herein shall survive the Distribution Time and the other transactions contemplated by the Separation Agreement shall remain in full force and effect in accordance with their terms.

Section 15.04 Notices. All notices and other communications among the Parties and Utah shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Pluto, to:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
Facsimile: (212) 403-2000
Email: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

If to Spinco, to: Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viatris.com

with copies (which shall not constitute notice) to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatris.com

Cravath, Swaine & Moore LLP
825 8th Ave New York,
New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

If to Utah, to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viatris.com

with copies (which shall not constitute notice) to:

Viatris Inc. 1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatris.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

or to such other address or addresses as the Parties and Utah may from time to time designate in writing by like notice.

Section 15.05 Amendments and Waivers. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification. In addition, prior to the Distribution Date, any such waiver, amendment, supplementation or modification shall be subject to the prior written consent of Utah.

Section 15.06 Governing Law Jurisdiction; WAIVER OF JURY TRIAL.

(a) Unless expressly provided by this Agreement, this Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof or thereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to any Laws or the principles thereof that would result in the application of the Laws of any other jurisdiction. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

(b) Subject to the provisions of Article VII of the Separation Agreement, each of the Parties hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, or, if such court shall not have jurisdiction, the other state courts of the State of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 10.02 of the Separation Agreement. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE SPINCO FINANCING ARRANGEMENTS). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.06(c).

(d) Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby and thereby shall be subject to the dispute resolution procedures set forth in Article VII of the Separation Agreement.

Section 15.07 Assignment; Parties in Interest. No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Parties and, prior to the Distribution Date, Spinco may not assign its rights or delegate its duties under this Agreement without the prior written consent of Utah. Any attempted assignment or delegation in breach of this Section 15.07 shall be null and void.

Section 15.08 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

Section 15.09 Entire Agreement; Conflicting Agreements.

(a) The Separation Agreement, this Agreement, the other Ancillary Agreements, and the Business Combination Agreement, including any related annexes, Exhibits and Schedules, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

(b) Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

(c) Specific Performance. Subject to the provisions of Article VII of the Separation Agreement, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement or such Ancillary Agreement without the necessity of proving actual damages or the inadequacy of monetary damages as a remedy, in addition to any other remedy to which such Party is entitled hereunder (unless this Agreement prohibits or otherwise limits any rights to specific performance and injunctive or other equitable relief). The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss hereunder or default herein or breach hereof and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties. Notwithstanding Section 15.06(d) and the first sentence of this Section 15.09(c), each Party shall have the right to seek specific performance and injunctive or other equitable relief in respect of its rights under this Agreement without regard to the provisions set forth in Article VII of the Separation Agreement if reasonably necessary to avoid jeopardizing or forfeiting its ability to obtain such equitable relief.

(d) No Set-Off. Except as set forth in the Business Combination Agreement, this Agreement, any other Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of its Group shall have any right of set-off or other similar rights with respect to any amount required to be paid under this Agreement by such Party or such member of its Group, on the one hand, to the other Party or any member of such other Party's Group, on the other hand.

(e) Late Payments. Any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within thirty (30) days of the due date therefor pursuant to this Agreement shall accrue interest from such due date at a rate per annum equal to the Prime Rate.

(f) Expenses. Except as otherwise specified in the Separation Agreement, the Business Combination Agreement, this Agreement or the Ancillary Agreements, and except as otherwise agreed in writing between the Parties, each Party and the members of its Group shall each be responsible for their own fees, costs and expenses paid or incurred in connection with the Transactions. The Parties agree that certain specified costs and expenses shall be allocated between the Parties as set forth on Schedule 10.12 to the Separation Agreement.

(g) **Waivers of Default.** Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege. In addition, unless the Business Combination Agreement shall have been terminated in accordance with its terms, as set forth in the Business Combination Agreement, prior to the Distribution Date, any such waiver by Spinco shall be subject to the written consent of Utah.

Section 15.10 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Annex,” “Exhibit,” “Schedule,” and “Disclosure Schedule” refer to the specified Article, Section, Annex, Exhibit, Schedule or Disclosure Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (G) the word “or” shall be disjunctive but not exclusive; and (H) the word “from” (when used in reference to a period of time) means “from and including” and the word “through” (when used in reference to a period of time) means “through and including”;

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(e) The terms “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All monetary figures shall be in United States dollars unless otherwise specified.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Worldwide Business
Development

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

MANUFACTURING AND SUPPLY AGREEMENT

BY AND BETWEEN

PFIZER INC.

AND

UPJOHN INC.

DATED AS OF NOVEMBER 16, 2020

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS	1
2. SUPPLY OF PRODUCT	13
2.1 Agreement to Supply	13
2.2 Use of Facility, Equipment, Molds and Tooling	15
2.3 Capacity	16
2.4 Forecasts and Purchase Orders	16
2.5 Failure to Supply	19
2.6 Delivery; Risk of Loss	21
2.7 Procurement of Materials	22
2.8 Product Samples	23
2.9 Storage	23
2.10 Transitional Support	24
3. PRICE; PAYMENT; PRICE ADJUSTMENTS; TAXES	26
3.1 Price	26
3.2 Price Adjustment	27
3.3 Cost Improvement	31
3.4 Price Review and Audit Procedure	31
3.5 Invoices and Payment	32
3.6 Taxes	33
3.7 No Duplicative Payments	35
4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE	35
4.1 Quality Agreement	35
4.2 Manufacturing Standards	35
4.3 Manufacturing Changes	36
4.4 Pest Control	36
4.5 Legal and Regulatory Filings and Requests	37
4.6 Quality Tests and Checks	37
4.7 Responsibility for Non-Complying Product	38
4.8 Rejection of Non-Complying Product	38
4.9 Disposal of Rejected and Non-Complying Product	40
4.10 Maintenance and Retention of Records	40
4.11 Government Inspections, Seizures and Recalls	40
4.12 Inspections	41
4.13 Segregation of Restricted Compounds	42
4.14 Packaging Material	43
5. COVENANTS	43
5.1 Mutual Covenants	43
5.2 Manufacturer Covenants	44
5.3 Manufacturer's Social Responsibility	46

TABLE OF CONTENTS

(continued)

	<u>Page</u>
5.4 Notice of Material Events	47
5.5 Disclaimer of Warranties	47
6. ENVIRONMENTAL COVENANTS	47
6.1 Compliance with Environmental Laws	47
6.2 Permits, Licenses and Authorization	47
6.3 Generation of Hazardous Wastes	48
6.4 Environmental Sustainability Information	48
6.5 Environmental and Health and Safety Reviews	49
7. TERM; TERMINATION	49
7.1 Term of Agreement	49
7.2 Term of Facility Addendum	50
7.3 Termination for Cause	50
7.4 Termination for Disposition of Facility	50
7.5 Termination in Event of Insolvency	51
7.6 Termination for Breach of Anti-Bribery Representation	51
7.7 Termination for Convenience by Customer	52
7.8 Effect of Termination or Expiration	52
7.9 Unused Materials	53
7.10 Return of Materials, Tools and Equipment	54
8. INTELLECTUAL PROPERTY	55
8.1 Customer's Intellectual Property	55
8.2 Improvements and Developments	55
8.3 Ownership of Other Property	56
8.4 Limited Right to Use	56
9. JOINT ADVISORY COMMITTEE	56
9.1 Formation and Role	56
9.2 Membership; Chairs	57
9.3 Meetings	57
9.4 Areas of Responsibility	58
9.5 Advisory Role; No Decision-Making Authority	58
10. INDEMNIFICATION; LIMITATIONS OF LIABILITY	58
10.1 Indemnification of Customer	58
10.2 Indemnification of Manufacturer	59
10.3 Indemnification Procedures	60
10.4 Limitations on Liability	62
10.5 Indemnification Obligations Net of Insurance Proceeds and Other Amounts	63
10.6 Additional Matters	64

TABLE OF CONTENTS

(continued)

	<u>Page</u>
11. INSURANCE	65
11.1 Requirements to Maintain	65
11.2 Amounts and Limits	65
12. CUSTOMER-SUPPLIED MATERIALS; BUY-SELL MATERIALS; TRANSITION	66
12.1 Supply; Rejection; Transition	66
12.2 Title and Risk of Loss	68
12.3 Reimbursement for Loss of Customer-Supplied Materials	68
13. CONFIDENTIALITY	69
14. SUPPLY CHAIN SECURITY	69
14.1 Supply Chain Representations	69
14.2 C-TPAT	69
15. RECORDS AND AUDITS	70
15.1 Records	70
15.2 Audits	70
16. AG AND BRANDED PRODUCT SUPPLY AGREEMENT	71
17. NOTICES	71
18. MISCELLANEOUS	73
18.1 Negotiations of Dispute	73
18.2 Publicity	73
18.3 Governing Law and Venue	73
18.4 Relationship of the Parties	74
18.5 Assignment; Binding Effect	75
18.6 Force Majeure	76
18.7 Severability	76
18.8 Non-Waiver; Remedies	76
18.9 Further Documents	77
18.10 Forms	77
18.11 Headings; Interpretation	77
18.12 Rules of Construction	78
18.13 Counterparts	78
18.14 Amendments	78
18.15 Entire Agreement	79
18.16 Non-Disturbance	79
Attachment A	Form of Facility Addendum
Attachment B	Quality Agreement
Attachment C	Monthly Inventory Report
Attachment D	Anti-Bribery and Anti-Corruption Principles
Attachment E	Policies
Attachment F	Example Product Materials Adjustment Calculation
Attachment G	Example Price Calculation of Volume Change Pricing Adjustment

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT (this "Agreement"), dated as of November 16, 2020 (the "Effective Date"), is by and between Pfizer Inc., a Delaware corporation (hereinafter "Manufacturer"), and Upjohn Inc., a Delaware corporation (hereinafter "Customer"). Manufacturer and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Pfizer Inc. ("Pluto") and Upjohn Inc. ("Spinco") have entered into a Separation and Distribution Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the "Separation Agreement"), pursuant to which Pluto and Spinco have agreed to separate the Spinco Business from the Pluto Business so that, as of the Distribution Date, the Spinco Business shall be held by members of the Spinco Group and the Pluto Business is held by members of the Pluto Group (the "Separation");

WHEREAS, after the Separation, Spinco shall become a standalone publicly traded company, pursuant to the terms of the Separation Agreement and a Business Combination Agreement, dated as of July 29, 2019 (the "Business Combination Agreement"), by and among Pluto, Spinco, Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands, and certain of their Affiliates;

WHEREAS, in connection with the Separation, the Parties are entering into an Authorized Generic and Branded Product Supply and Distribution Agreement (the "AG and Branded Product Supply Agreement"), pursuant to which Manufacturer shall manufacture and supply certain authorized generic and branded pharmaceutical products to Customer and Customer may commercialize such products on the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Separation, the Parties are entering into this Agreement, pursuant to which Customer desires to procure from Manufacturer, and Manufacturer desires to supply or cause one of its Affiliates to supply to Customer, Products for sale by Customer or its Affiliates in the Territory during the Term, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized terms shall have the meanings set forth below. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Separation Agreement.

- 1.1 "Accounting Method" means U.S. Generally Accepted Accounting Principles (GAAP) or, if otherwise agreed by the Parties, an alternative accounting method used in the ordinary course of business.

- 1.2 “Act” means the U.S. Federal Food, Drug, and Cosmetic Act, as amended.
- 1.3 “Action” means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.
- 1.4 “Additional Quantities” shall have the meaning set forth in Section 2.4(c).
- 1.5 “Affected Products” shall have the meaning set forth in Section 10.4(a).
- 1.6 “Affiliate(s)” means, when used with respect to a specified Person, a Person that controls, is controlled by, or is under common control with such specified Person. As used herein, “control” (including, with correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Effective Date, solely for purposes of this Agreement (a) each member of the Spinco Group shall be deemed to not be an Affiliate of any member of the Pluto Group and (b) each member of the Pluto Group shall be deemed to not be an Affiliate of any member of the Spinco Group.
- 1.7 “AG and Branded Product Supply Agreement” shall have the meaning set forth in the Recitals.
- 1.8 “Agreement” shall have the meaning set forth in the Preamble.
- 1.9 “API” means active pharmaceutical ingredient.
- 1.10 “Batch Size” shall have the meaning set forth in Section 2.4(e)(ii).
- 1.11 “Binding Forecast Period” shall have the meaning set forth in Section 2.4(b).
- 1.12 “Bulk Drug Product” means Product that has been manufactured into a final pharmaceutical product following a specific formulation and set of specifications, including drug substance (e.g., tablets or granules) for administration to humans but has not been packaged for use or for commercialization.
- 1.13 “Business Combination Agreement” shall have the meaning set forth in the Recitals.
- 1.14 “Business Day” means (a) any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by Law to be closed in New York, New York or (b) with respect to those activities specific to a Facility, any day other than any day on which banks located in the city and country in which the Facility is located are authorized or obligated to be closed.

- 1.15 “Buy-Sell Materials” means the materials that Customer sells to Manufacturer for use in manufacturing Product for Customer under the terms of this Agreement and as set forth in the applicable Facility Addendum. For the avoidance of doubt, Buy-Sell Materials are distinguishable from and exclusive of both Product Materials and Customer-Supplied Materials.
- 1.16 “Conflict Minerals” shall have the meaning set forth in Section 5.3(c).
- 1.17 “Conversion Cost Markup” shall have the meaning set forth in Section 2.5(e).
- 1.18 “Conversion Costs” means, with respect to a given Product, (a) direct and indirect labor costs, (b) equipment costs, including depreciation, (c) laboratory and quality control costs at the applicable Facility, including Product testing and on-going stability studies, (d) quality assurance costs, (e) general site and manufacturing support costs for resources that support the manufacture of the applicable Product (including utilities, warehousing, consumables, maintenance, engineering, safety, human resources, finance, information technology, plant management and other similar activities, capital improvements in the form of depreciation, an allocation of costs for above site services provided to the applicable Facility for resources that support the manufacture of the applicable Product and an allowance for inventory loss, in each case, at the Facility-level), (f) costs paid to Third Party manufacturers for the manufacture and supply of such Product (or components thereof), (g) all costs associated with the performance of Manufacturer’s obligations under Section 4.6, including all activities, tests and checks set forth therein, and (h) costs paid to Third Party contractors for services provided in connection with the manufacture and supply of such Product, in each case associated with such Product.
- 1.19 “CPP” shall have the meaning set forth in Section 4.5(a).
- 1.20 “C-TPAT” means the Customs-Trade Partnership Against Terrorism program of the U.S. Bureau of Customs and Border Protection.
- 1.21 “C-TPAT Benefits” means the expected benefit afforded to importers that have joined C-TPAT related to substantially fewer of their imports being inspected and, hence, fewer supply chain delays.
- 1.22 “Current Good Manufacturing Practices” or “cGMP” means all applicable standards and applicable Laws (as defined below) relating to manufacturing practices for products (including ingredients, testing, storage, handling, intermediates, bulk and finished products) promulgated by the FDA or any other applicable Governmental Authority (including, without limitation, EU or member state level) having jurisdiction, including, but not limited to, standards in the form of applicable Laws, guidelines, advisory opinions and compliance policy guides and current interpretations of the applicable authority or agency thereof (as applicable to pharmaceutical and biological products and ingredients), as the same may be updated, supplemented or amended from time to time.

- 1.23 “Customer” shall have the meaning set forth in the Preamble.
- 1.24 “Customer Indemnified Party” shall have the meaning set forth in Section 10.1(a).
- 1.25 “Customer-Owned Improvements and Developments” shall have the meaning set forth in Section 8.2(b).
- 1.26 “Customer Property” means all Intellectual Property, together with all materials, data, writings and other property in any form whatsoever, which is (a) owned or controlled by Customer or its Affiliates as of and following the Effective Date and (b) provided to Manufacturer by or on behalf of Customer or its Personnel under this Agreement.
- 1.27 “Customer-Supplied Materials” means the materials supplied by Customer to Manufacturer under the terms of this Agreement and as set forth in the applicable Facility Addendum. For the avoidance of doubt, Customer-Supplied Materials are distinguishable from and exclusive of both Product Materials and Buy-Sell Materials.
- 1.28 “Delivery” shall have the meaning set forth in Section 2.6(a).
- 1.29 “Developments” shall have the meaning set forth in Section 8.2(a).
- 1.30 “Effective Date” shall have the meaning set forth in the Preamble.
- 1.31 “Environmental Laws” means any Laws relating to (a) human or occupational health and safety; (b) pollution or protection of the environment (including ambient air, indoor air, water vapor, surface water, groundwater, wetlands, drinking water supply, land surface or subsurface strata, biota and other natural resources); or (c) exposure to, or use, generation, manufacture, processing, management, treatment, recycling, storage, disposal, emission, discharge, transport, distribution, labeling, presence, possession, handling, Release or threatened Release of, any hazardous or toxic material, substance or waste and any Laws relating to recordkeeping, notification, disclosure, registration and reporting requirements respecting hazardous or toxic materials, substances or wastes.
- 1.32 “Environmental Liability” means any Liability arising under Environmental Laws.
- 1.33 “Exclusive Purchase Requirement” means, on a Product SKU-by-Product SKU and country-by country basis within the applicable Territory, (a) in the first two (2) years of the Initial Term, one hundred percent (100%) of Customer’s total requirements for such Product SKU and (b) in the third (3rd) year of the Initial Term, fifty percent (50%) of Customer’s total requirements for such Product SKU; provided, however, that (x) such quantities of Product reasonably procured by Customer to qualify a back-up supplier for such Product shall be excluded from the Exclusive Purchase Requirement, and (y) for the avoidance of doubt, Customer may commercialize such quantities of Product procured under (x) above without violating the applicable Exclusive Purchase Requirement or related provisions in Section 2.1(e).

- 1.34 “Exclusive Purchase Requirement Suspension Period” shall have the meaning set forth in Section 2.5(b).
- 1.35 “Exclusivity Period” means the three (3) year period immediately following the Effective Date, as such period may be earlier terminated pursuant to this Agreement.
- 1.36 “Extension Period” shall have the meaning (a) with respect to this Agreement, as set forth in Section 7.1 and (b) with respect to a Facility Addendum, as set forth in Section 7.2.
- 1.37 “Facility” means, with respect to a given Product, Manufacturer’s manufacturing facility located at the address set forth in the applicable Facility Addendum for such Product and such other facilities permitted pursuant to this Agreement and any applicable Facility Addendum to be used by Manufacturer in the manufacture, packaging or storage of (a) such Product or (b) materials utilized in the manufacture or storage of such Product hereunder.
- 1.38 “Facility Addendum” means a document executed by the Parties or their respective Affiliates for one or more Products to be manufactured in a Facility pursuant to this Agreement, which shall be substantially in the form of Attachment A to this Agreement.
- 1.39 “Facility Conversion Cost” means, with respect to a given Facility and Fiscal Year, the sum of all Product Conversion Costs for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.
- 1.40 “Facility Conversion Cost Adjustment Fiscal Year” shall have the meaning set forth in Section 3.2(b)(i).
- 1.41 “Facility Conversion Cost Baseline Fiscal Year” shall have the meaning set forth in Section 3.2(b)(i).
- 1.42 “Facility Conversion Cost Threshold” shall have the meaning set forth in Section 3.2(b)(i).
- 1.43 “Facility Disposition” shall have the meaning set forth in Section 7.4.
- 1.44 “Facility Actual Product Materials Cost” means, with respect to a given Facility and Fiscal Year, the sum of all actual costs of Product Materials for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.

- 1.45 “Facility Estimated Product Materials Cost” means, with respect to a given Facility and Fiscal Year, the sum of all estimated costs, as determined in good faith by Manufacturer and notified to Customer prior to the beginning of such Fiscal Year, of Product Materials for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.
- 1.46 “Familial Relative(s)” means a parent, spouse, child or sibling (including any such relationships formed by marriage).
- 1.47 “FDA” means the U.S. Food and Drug Administration or any successor agency.
- 1.48 “Finished Product” means Product that has been packaged for commercialization and distribution to patients incorporating Bulk Drug Product.
- 1.49 “Firm Order” shall have the meaning set forth in Section 2.4(b).
- 1.50 “Fiscal Year” means each twelve-month fiscal period commencing on January 1 with respect to Facilities located in the United States and December 1 for all other facilities, in each case, during the Term.
- 1.51 “Force Majeure Event” shall have the meaning set forth in Section 18.6.
- 1.52 “Forecast” shall have the meaning set forth in Section 2.4(b).
- 1.53 “Forms” shall have the meaning set forth in Section 18.10.
- 1.54 “Global Trade Control Laws” means all applicable economic sanctions, export and import control laws, regulations and orders.
- 1.55 “Government” means all levels and subdivisions of U.S. and non-U.S. governments (i.e., local, regional or national and administrative, legislative or executive).
- 1.56 “Government Official” means (a) any elected or appointed governmental official (e.g., a member of a ministry of health), (b) any employee or person acting for or on behalf of a governmental official, agency or enterprise performing a governmental function, (c) any candidate for public office, political party officer, employee or person acting for or on behalf of a political party or candidate for public office or (d) any person otherwise categorized as a Government Official under local Law. As used in this definition, “government” is meant to include all levels and subdivisions of U.S. and non-U.S. governments (i.e., local, regional or national and administrative, legislative or executive).
- 1.57 “Governmental Authority” means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, taxing, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.

- 1.58 “Hazardous Materials” means (a) any petroleum or petroleum products, radioactive materials, toxic mold, radon, asbestos or asbestos-containing materials in any form, lead-based paint, urea formaldehyde foam insulation or polychlorinated biphenyls; and (b) any chemicals, materials, substances, compounds, mixtures, products or byproducts, biological agents, living or genetically modified materials, pollutants, contaminants or wastes that are now or hereafter become defined, regulated or characterized as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “special waste,” “toxic substances,” “pollutants,” “contaminants,” “toxic,” “dangerous,” “corrosive,” “flammable,” “reactive,” “radioactive,” or words of similar import, under any Environmental Law.
- 1.59 “Improvements” shall have the meaning set forth in Section 8.2(a).
- 1.60 “Increments” shall have the meaning set forth in Section 2.4(e)(ii).
- 1.61 “Indemnifying Party” shall have the meaning set forth in Section 10.3(a).
- 1.62 “Indemnitee” shall have the meaning set forth in Section 10.3(a).
- 1.63 “Indemnity Payment” shall have the meaning set forth in Section 10.5(a).
- 1.64 “In-Flight or Shared Volume Product” means those Products identified as such in a Facility Addendum.
- 1.65 “Initial Price” shall have the meaning set forth in Section 3.1(a).
- 1.66 “Initial Price Term” means, with respect to a Product set forth in a Facility Addendum, the period of time beginning on the Effective Date and ending on the last day of the first full Fiscal Year of the Term of such Facility Addendum.
- 1.67 “Initial Term” shall have the meaning (a) with respect to this Agreement, set forth in Section 7.1 and (b) with respect to a Facility Addendum, set forth in Section 7.2.
- 1.68 “Insolvent Party” shall have the meaning set forth in Section 7.5.
- 1.69 “Insurance Proceeds” means those monies (a) received by an insured from an insurance carrier; (b) paid by an insurance carrier on behalf of the insured; or (c) received (including by way of setoff) from any Person in the nature of insurance, contribution or indemnification in respect of any Liability, in each of cases (a), (b) and (c), net of any applicable premium adjustments (including reserves or retentions and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.
- 1.70 “Intellectual Property” means all intellectual property rights throughout the world, including: (a) patents and patent applications and all related provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions and substitutions of any of the foregoing; (b) trademarks, service marks,

names, corporate names, trade names, domain names, social media names, tags or handles, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, whether or not registered or applied for registration, including common law trademark rights; (c) copyrights and copyrightable subject matter, whether or not registered or applied for registration; (d) technical, scientific, regulatory and other information, designs, ideas, inventions (whether patentable or unpatentable and whether or not reduced to practice), research and development, discoveries, results, creations, improvements, know-how, techniques and data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing and preclinical and clinical data), technology, algorithms, procedures, plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, compositions, specifications, and marketing, pricing, distribution, cost and sales information, tools, materials, apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, in each case, other than Software; (e) Software; and (f) applications, registrations and common law rights for the foregoing.

- 1.71 “JAC Chair” shall have the meaning set forth in Section 9.2(b).
- 1.72 “JAC Meeting” shall have the meaning set forth in Section 9.3(a).
- 1.73 “JAC Member” shall have the meaning set forth in Section 9.2(a).
- 1.74 “Joint Advisory Committee” or “JAC” shall have the meaning set forth in Section 9.1.
- 1.75 “Late Payment Date” shall have the meaning set forth in Section 3.5.
- 1.76 “Latent Defects” shall have the meaning set forth in Section 4.8(a).
- 1.77 “Laws” means any U.S. and non-U.S. federal, national, international, multinational, supranational, state, provincial, local or similar law (including common law and privacy and data protection laws), statute, ordinance, regulation, rule, code, order, treaty (including any tax treaty on income or capital), binding judicial or administrative interpretation or other requirement or rule of law or legal process, in each case, enacted, promulgated, issued, entered or otherwise put into effect by a Governmental Authority or any rule or requirement of any securities exchange.
- 1.78 “Losses” means any and all damages, losses, deficiencies, Liabilities, Taxes, obligations, penalties, judgments, settlements, claims, payments, fines, charges, interest, costs and expenses, whether or not resulting from Third-Party Claims, including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys’, accountants’, consultants’ and other professionals’ fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder.

- 1.79 “Make to Order Products” means all Products that are identified as “Make to Order Products” in the applicable Facility Addendum.
- 1.80 “Manufacturer” shall have the meaning set forth in the Preamble.
- 1.81 “Manufacturer Indemnified Party” shall have the meaning set forth in Section 10.2(a).
- 1.82 “Manufacturer-Owned Improvements and Developments” shall have the meaning set forth in Section 8.2(c).
- 1.83 “Manufacturer Third Party Suppliers” shall have the meaning set forth in Section 2.7(a).
- 1.84 “Manufacturing Change” shall have the meaning set forth in Section 4.3(a).
- 1.85 “Minimum Order Quantity” shall have the meaning set forth in the applicable Facility Addendum with respect to each Product.
- 1.86 “Non-Complying Buy-Sell Materials” means any Buy-Sell Material that, as of or prior to its delivery by or on behalf of Customer or its Affiliate to Manufacturer or its Affiliate or designee pursuant to this Agreement, does not comply in all material respects with, or has not been used, handled or stored in all material respects in accordance with, the specifications for such Buy-Sell Material, all applicable Laws, cGMP, the Quality Agreement, this Agreement or the applicable Facility Addendum.
- 1.87 “Non-Complying Customer-Supplied Materials” means any Customer-Supplied Material that, as of or prior to its delivery by or on behalf of Customer or its Affiliate to Manufacturer or its Affiliate or designee pursuant to this Agreement, does not comply in all material respects with, or has not been used, handled or stored in all material respects in accordance with, the specifications for such Customer-Supplied Material, all applicable Laws, cGMP, the Quality Agreement, this Agreement or the applicable Facility Addendum.
- 1.88 “Non-Complying Product” shall have the meaning set forth in Section 4.7.
- 1.89 “Party” or “Parties” shall have the meaning set forth in the Preamble.
- 1.90 “Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

- 1.91 “Personnel” means, with respect to a Party, such Party’s Affiliates, contractors and agents together with such Party’s and its Affiliates’, contractors’ and agents’ respective individual employees, contractors and other agents.
- 1.92 “Pluto” shall have the meaning set forth in the Recitals.
- 1.93 “Price” means, with respect to a Product:
- (a) during the Initial Price Term, the Initial Price of such Product; and
 - (b) after the Initial Price Term, the adjusted price for such Product, as calculated on a Fiscal Year basis, in accordance with Section 3.2.
- 1.94 “Product” means a product specified in the applicable Facility Addendum which, for the avoidance of doubt, includes all applicable SKUs of such product, in each case, as the same may be amended from time to time by the mutual written agreement of the Parties; provided that, upon Customer’s request, the Parties shall discuss in good faith any amendments to the applicable Facility Addendum to add Product SKUs and any related information thereto.
- 1.95 “Product Conversion Cost” means, with respect to a given Product, the total units of such Product anticipated to be shipped or actually shipped, as applicable, during a given Fiscal Year (determined in a manner consistent with Manufacturer’s customary practices) multiplied by the per-unit Conversion Cost for such Product for such Fiscal Year.
- 1.96 “Product Materials” means all raw materials (including, without limitation, active pharmaceutical ingredients and excipients), labeling or packaging materials and components needed for the manufacture and supply of a given Product. For the avoidance of doubt, Product Materials are distinguishable from and exclusive of both Buy-Sell Materials and Customer-Supplied Materials.
- 1.97 “Product SKU” means the specific Stock Keeping Unit (SKU) number for a given Product supplied for sale in a given country or region in the applicable Territory, in each case, as such SKU number may be updated from time to time.
- 1.98 “Purchase Order” means a written or electronic order form submitted by Customer in accordance with the terms of this Agreement to Manufacturer authorizing the manufacture and supply of a given Product.
- 1.99 “Quality Agreement” means those supplemental quality provisions set forth in any Quality Agreement between Manufacturer and Customer relating to a Facility, as the same may be amended or modified from time to time by mutual written agreement of the Parties. The form of Quality Agreement for each Facility is attached hereto as Attachment B.
- 1.100 “Recall” means a “recall”, “correction” or “market withdrawal” and shall include any post-sale warning or mailing of information.

- 1.101 “Receiving Site” shall have the meaning set forth in Section 2.10(a).
- 1.102 “Record Retention Period” shall have the meaning set forth in Section 15.1.
- 1.103 “Records” means any books, documents, accounting procedures and practices and other data, regardless of type or form, of all matters relating to Manufacturer’s performance of its obligations under this Agreement that enable Manufacturer to demonstrate compliance with such obligations, including, without limitation, Manufacturer’s compliance with applicable Laws.
- 1.104 “Regulatory Approvals” means the permit, approval, consent, registration, license, authorization or certificate of a Governmental Authority necessary for the manufacturing, distribution, use, promotion and sale of a Product for one or more indications in a country or other regulatory jurisdiction, including approval of New Drug Applications and Biologics License Applications (each as defined by applicable Law) in the United States and Marketing Authorizations (as such term is defined by applicable Law) in the European Union.
- 1.105 “Release” means any release, spill, emission, leaking, dumping, pumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the indoor or outdoor environment (including ambient air, surface water, groundwater, land surface or subsurface strata, soil and sediments) or into, through or within any property, building, structure, fixture or equipment.
- 1.106 “Restricted Markets” means, as applicable and as may be updated from time to time, in each case, under Global Trade Control Laws, the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, and Syria.
- 1.107 “Restricted Party” means any: (a) individual or entity placed on lists maintained by an applicable Governmental Authority, including those established under the Act, the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General, the regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce Bureau of Industry and Security, or similar lists of restricted parties maintained by the Governmental Authorities of the countries that have jurisdiction over the activities conducted under this Agreement; (b) individual or entity suspended or debarred from contracting with the U.S. government; or (c) any entity in the aggregate owned or controlled, directly or indirectly, fifty percent (50%) or greater by one or more such individuals or entities described in clause (a).
- 1.108 “Separation” shall have the meaning set forth in the Recitals.
- 1.109 “Separation Agreement” shall have the meaning set forth in the Recitals.
- 1.110 “Serialization” means the assigning of a unique identification code on a given Product unit or Product units of sale at the primary, secondary and/or tertiary level for the purpose assuring authenticity and/or tracking and tracing of the movement of a given Product through the entire supply chain.

- 1.111 “Service Taxes” shall have the meaning set forth in Section 3.6(b).
- 1.112 “Specifications” means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of a given Product, including all formulae, know-how, raw materials requirements, analytical procedures and standards of quality control, quality assurance and sanitation, set forth with respect to such Product in the applicable Regulatory Approval(s) and provided by Customer to Manufacturer.
- 1.113 “Spinco” shall have the meaning set forth in the Recitals.
- 1.114 “Standard Cost” means, with respect to a given Product in a given Fiscal Year, an amount equal to:
- (a) the cost of Product Materials (including the cost of active ingredients, intermediates, semi-finished materials, excipients and primary and secondary packaging) associated with such Product (“Standard Product Materials Cost”); and
 - (b) the Conversion Costs for such Product (“Standard Conversion Cost”),
- in each case of clauses (a) and (b), calculated in accordance with Manufacturer’s accounting policies in effect as of the Effective Date and applied consistently across Manufacturer’s entire manufacturing operations for the full applicable Facility. Depreciation will be based on original acquisition cost of fixed assets, and not impacted by fair value accounting for business transactions.
- 1.115 “Technical Support” shall have the meaning set forth in Section 2.10(a).
- 1.116 “Term” shall have the meaning (a) with respect to this Agreement, as set forth in Section 7.1 and (b) with respect to a Facility Addendum, as set forth in Section 7.2.
- 1.117 “Territory” means, with respect to a given Product, the countries set forth in the applicable Facility Addendum for such Product.
- 1.118 “Third Party” means a Person other than Manufacturer, Customer or their respective Affiliates.
- 1.119 “Third-Party Claim” shall have the meaning set forth in Section 10.3(a).
- 1.120 “Triggering Event” shall have the meaning set forth in Section 2.5(a).
- 1.121 “VAT” means (A) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (B) any other Tax of a similar nature, however denominated, to the Taxes referred to in clause (A) above, whether imposed in a member state of the European Union in substitution for, or levied in addition to, the Taxes referred to in clause (A) above, or imposed elsewhere (including goods and services Taxes, but excluding transfer Tax, stamp duty and other similar Taxes).

- 1.122 “VMR Products” means all Products that are identified as “VMR Products” in the applicable Facility Addendum.
- 1.123 “Waste” means all wastes that arise from the manufacture, handling or storage of Product hereunder, or which is otherwise produced through the implementation of this Agreement, including Hazardous Materials.

2. **Supply of Product.**

2.1 **Agreement to Supply.**

- (a) Affiliates and Facility Addenda. Either the entity designated above as Customer or any Affiliate of Customer and either the entity designated above as Manufacturer or any Affiliate of Manufacturer may enter into Facility Addenda under this Agreement. The entities that execute a Facility Addendum are also deemed to be “Customer” and “Manufacturer” (respectively) for all purposes of the Facility Addendum and this Agreement (with respect to the applicable Facility Addendum).
- (b) Supply Pursuant to Facility Addenda. During the Term of each Facility Addendum, Manufacturer shall manufacture and supply Product to Customer for the Territory applicable to such Product on the terms and subject to the conditions of this Agreement and the applicable Facility Addendum. The terms of this Agreement shall be incorporated by reference into each Facility Addendum that may be executed by the Parties or, as described in Section 2.1(a), their respective Affiliates. During the term of this Agreement, Customer may request that Manufacturer manufacture and supply to Customer clinical trial material, and the Parties shall negotiate in good faith the terms and conditions of such manufacturing and supply arrangement applying the terms and conditions of this Agreement to the extent mutually agreeable.
- (c) Hierarchy of Terms; Effect of Amendments. In the event of a conflict between the terms of any Facility Addendum and the terms of this Agreement, the terms of this Agreement shall govern and control, except to the extent that the applicable Facility Addendum expressly and specifically states an intent to supersede a specific section of this Agreement on a specific matter. Any amendment to the terms of this Agreement contained in a Facility Addendum shall be effective solely with respect to such Facility Addendum, and not with respect to this Agreement or any other Facility Addendum. Any amendment to the terms of this Agreement shall be effective with respect to all Facility Addenda. Except to the extent otherwise expressly stated in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Separation Agreement, the terms of the Separation Agreement shall govern and control.

- (d) Use of Subcontractors. Subject to Section 2.2(a), Manufacturer shall manufacture and supply Product itself or through its Affiliates, in each case, at the applicable Facilities (and such other facilities as may be specified in the applicable Facility Addendum with respect to applicable Products). With respect to those Third-Party contractors, subcontractors or service providers used by Manufacturer or its Affiliates in the manufacturing or supply of a given Product immediately prior to the Effective Date, Manufacturer may engage such Third-Party contractors, subcontractors or service providers to perform the same activities for such Product under this Agreement without first obtaining Customer's prior written consent. For the avoidance of doubt, the use of any Third-Party contractors, subcontractors or service providers other than in the manner expressly permitted pursuant to this Section 2.1(d) must be approved in advance in writing by Customer, such approval not to be unreasonably withheld, conditioned or delayed. Manufacturer shall be liable for all actions and omissions of its contractors, subcontractors and service providers, and any breach of the terms and conditions of this Agreement by such contractors, subcontractors or service providers shall be deemed a breach of the terms and conditions by Manufacturer under this Agreement. For the avoidance of doubt, as of the Effective Date, as between Manufacturer and Customer, Manufacturer will be solely responsible for maintaining and establishing relationships with the Third-Party contractors, subcontractors or service providers used in the manufacturing or supply of Product (other than the manufacturing or supply of Buy-Sell Materials or Customer-Supplied Materials).
- (e) Exclusivity.
- (i) Customer Exclusivity. During the Exclusivity Period, on a Product SKU-by-Product SKU and country-by-country basis within the applicable Territory, Customer shall purchase from Manufacturer, in accordance with the terms and conditions of this Agreement, at least the Exclusive Purchase Requirement of its requirements for such Product SKU in such country; provided, however, that In-Flight or Shared Volume Products shall be excluded from the exclusivity requirements set forth in this Section 2.1(e)(i). Following the Exclusivity Period (and during the Exclusivity Period, with respect to Product SKU quantities in excess of the Exclusive Purchase Requirement in accordance with the preceding sentence), nothing in this Agreement shall prevent Customer or any of its Affiliates from manufacturing Product for itself, or having Product manufactured by a Third Party, including in amounts in addition to the Purchase Orders for Product issued to Manufacturer in accordance with this Agreement. For clarity and notwithstanding

anything contained herein, nothing in this Section 2.1(e)(i) (A) is intended to be inconsistent with Section 2.4(e)(i) or to otherwise indicate that Customer is subject to any requirement to purchase Product under this Agreement or (B) is intended to prevent Customer from qualifying a back-up supplier for any Product during the Exclusivity Period.

- (ii) Upon request by Manufacturer, which Manufacturer may make from time to time during the Term but not more than once during any quarter of a Fiscal Year, Customer shall provide to Manufacturer within thirty (30) days of such request a certification attesting to Customer's compliance with its Exclusive Purchase Requirement obligations pursuant to Section 2.1(e)(i) and signed by a representative of Customer with a title of Vice President or more senior.

2.2 Use of Facility, Equipment, Molds and Tooling.

- (a) Facilities. For each Product, Manufacturer shall perform all manufacturing activities and all storage activities at the Facilities set forth in the Facility Addendum applicable to such Product. Manufacturer may use any other facility for the manufacture and storage of Products if (i) such facility has been approved for such manufacture by all applicable Governmental Authorities and (ii) Manufacturer obtains Customer's prior written consent with respect to the use of such other facility as set forth in Section 4.3(a) (such approval not to be unreasonably withheld, conditioned or delayed). The Parties shall agree to either execute a new Facility Addendum or amend an existing Facility Addendum in order to include such facility. Manufacturer shall notify Customer of its intent to use any alternate facility as soon as reasonably practicable.
- (b) Purchase and Installation of Equipment, Dedicated Change Parts and Tooling. Subject to this Section 2.2(b), Manufacturer shall be responsible for (i) purchasing, installing and validating at the Facilities all new equipment, dedicated change parts and tooling; (ii) modifications to existing equipment, dedicated change parts and tooling necessary for the manufacture, packaging, labeling and Delivery of Product hereunder; and (iii) maintenance of all such equipment, dedicated change parts and tooling, and all costs and expenses associated therewith; provided that in no event shall Manufacturer be required to purchase any new equipment, install any equipment purchased or requested by Customer or add (or, for clarity, allocate or dedicate) any additional manufacturing or storage capacity in connection with Customer's requests for additional capacity for manufacturing or for other activities to be carried out by Manufacturer hereunder not otherwise expressly provided for hereunder or in an applicable Facility Addendum. If Customer makes such a request for additional equipment or capacity, then the Parties shall promptly meet and discuss Customer's request in good faith, including an appropriate allocation of costs between the Parties with respect thereto.

2.3 Capacity.

Subject to Section 2.2(b), Manufacturer shall devote adequate manufacturing capacity to be capable of manufacturing and supplying Product to Customer in accordance with the provisions of this Agreement and the Facility Addenda. Manufacturer shall promptly notify Customer if Manufacturer reasonably believes its existing capacity and demands thereon would prevent it from meeting Customer's anticipated Product requirements as set forth in any Forecast that conforms to the requirements set forth in Section 2.4.

2.4 Forecasts and Purchase Orders.

- (a) VMR Products Forecasting and Purchase Orders. With respect to the VMR Products, the processes and mechanisms by which Forecasts are prepared and Purchase Orders are issued shall be as set forth in the applicable Facility Addenda and the remainder of this Section 2.4 shall not apply with respect to such VMR Products as applicable.
- (b) Make to Order Product Forecasts. Except as otherwise set forth in a Facility Addendum, in each calendar month during the Term of a Facility Addendum, Customer shall provide to Manufacturer a rolling Product SKU-level forecast of its estimated requirements of Make to Order Products for the eighteen (18)-month period commencing with the month in which such forecast is provided (each, a "Forecast"). In the event Customer delivers a Forecast where the allocation of Product requirements over the time period of the Forecast are not consistent with historical trends, at Manufacturer's request, the Parties will meet to discuss the Forecast in good faith in the context of previous allocations of Product requirements. Such Forecasts represent Customer's reasonable estimates of the quantity of Products it will require during the applicable period covered by each such Forecast. Except as otherwise set forth in a Facility Addendum, each Forecast shall be a non-binding forecast and for informational purposes only, except that: (i) the portion of such Forecast covering the first three (3) calendar months reflected therein (the "Binding Forecast Period") shall be binding and shall constitute a firm order for the quantity of each Product specified therein (each, a "Firm Order"), (ii) each of months four (4) through six (6) of a given Forecast may not differ by more than twenty-five percent (25%) (whether positive or negative) from the quantity of such Product set forth in those months in the previous Forecast, and (iii) each of months seven (7) through twelve (12) of a given Forecast may not differ by more than fifty percent (50%) (whether positive or negative) from the quantity of such Product set forth in those months in the previous Forecast. For the avoidance of doubt, (1) this subsection (b) applies to Forecasts for API and Bulk Drug Product and (2) the Forecast with respect to Finished Product shall apply to the roll-up level of the Bulk Drug Product that is incorporated into the Finished Product.

- (c) Make to Order Purchase Orders. Manufacturer shall provide Product to Customer pursuant to Purchase Orders issued by Customer to Manufacturer, which Purchase Orders will be issued on a Product SKU-by-Product SKU basis, not to exceed one (1) Purchase Order per Product SKU per calendar month unless otherwise agreed between the Parties in advance in writing. No verbal communications or e-mail shall be construed to mean a commitment to purchase Product. Customer shall be required to order pursuant to a Purchase Order at least the amount of Product set forth in the Firm Order for such Product in the applicable calendar month. Manufacturer shall provide to Customer such quantities of Product as may be ordered by Customer pursuant to such Purchase Orders, up to one hundred ten percent (110%) of the quantity set forth in the most recent Forecast for the applicable period. In the event that Customer orders quantities of Product above one hundred ten percent (110%) of the quantity set forth in the most recent Forecast for the applicable period (such quantities above one hundred ten percent (110%) referred to as "Additional Quantities"), Manufacturer shall use its commercially reasonable efforts, but shall not be obligated, to supply such Additional Quantities. For purposes of this paragraph, the most recent Forecast for any given month shall mean the Forecast submitted by Customer in the month prior to the month in which the applicable Purchase Order is issued. All Purchase Orders shall specify the quantity and description of Products ordered, the applicable Facility where such Products will be Delivered, the required delivery date (subject to the provisions of Section 2.4(d)), and the manner of Delivery (including the carrier to be used).
- (d) Delivery Date. Unless expressly set forth to the contrary in a Facility Addendum, Customer will issue Purchase Orders for Product no later than a period equal to the Binding Forecast Period prior to the required delivery date. By way of example only, if the Binding Forecast Period is the first three (3) months of a Forecast with respect to a Product, then Customer will issue Purchase Order for such Product no later than three (3) months prior to the required delivery date.
- (e) No Minimum Purchase Obligation; Minimum Order Quantities.
- (i) *No Obligation.* Without limiting Customer's obligations under Section 2.1(e), 2.4(b), 2.4(c), 2.4(d) or 2.4(e)(ii), Manufacturer hereby acknowledges and agrees that Customer is not otherwise obligated to purchase any minimum or specific quantity, volume or dollar amount of Product under any Facility Addendum unless expressly set forth in the applicable Facility Addendum.

- (ii) Minimum Order Quantities. Notwithstanding Section 2.4(e)(i), Customer acknowledges and agrees that (A) each Purchase Order Customer places hereunder for Product that is either API or Bulk Drug Product shall be equal to, or a whole multiple of, the Batch Size for such applicable Product as set forth in the applicable Facility Addendum and (B) each Purchase Order that Customer places hereunder for Product that is Finished Product shall be equal to or greater than the Minimum Order Quantity for such applicable Product as set forth in the applicable Facility Addendum; provided that, where Customer places Purchase Orders under (B) above that exceed the applicable Minimum Order Quantity, Customer shall place such Purchase Orders for such excess quantities in Increments above the Minimum Order Quantity as specified in the applicable Facility Addendum. As used herein, “Batch Size” means the production quantity for a given run of a Product SKU and “Increments” means the quantity step change above the applicable Minimum Order Quantity, in each case, as specified in the applicable Facility Addendum.
- (f) Acceptance and Rejection of Orders. Within ten (10) Business Days of receipt of a Purchase Order, Manufacturer may reject such Purchase Order by written notice to Customer only on the basis that it is inconsistent with the terms of this Agreement, including a Purchase Order containing (i) a delivery schedule that is inconsistent with Section 2.4(d), (ii) a Product quantity that is inconsistent with Section 2.4(e)(ii), (iii) a Product quantity that is less than the Firm Order for the applicable period or (iv) subject to Section 2.4(c), a Product quantity that is more than one hundred ten percent (110%) of the Forecast for the applicable period. Manufacturer shall be deemed to have accepted Customer’s Purchase Order for Products in the event it either (a) indicates its acceptance of Customer’s Purchase Order in writing or (b) does not indicate its rejection of a Purchase Order within ten (10) Business Days of receipt pursuant to this Section 2.4(f).
- (g) Changes to Purchase Orders. Purchase Orders, once submitted to Manufacturer, may be amended only by mutual written agreement of the Parties; provided that Manufacturer shall exercise its commercially reasonable efforts to comply with proposed amendments to Purchase Orders that Customer may request after sending a Purchase Order to Manufacturer.
- (h) Cancellations. In the event that Customer cancels all or part of a Purchase Order (provided that a cancellation shall be deemed to have occurred to the extent that Customer fails to issue a Purchase Order with respect to the full amount of Product contemplated by any portion of a Forecast with respect to the Binding Forecast Period) and such cancellation is not due to Manufacturer’s breach of this Agreement or any Facility Addendum, Manufacturer will use good faith efforts to reallocate capacity and mitigate any resultant costs of such cancellation and, unless otherwise set forth with

respect to the relevant cancelled Product under the applicable Facility Addendum, Customer will be charged for one hundred percent (100%) of any and all non-cancellable Third-Party costs actually and reasonably incurred by Manufacturer in accordance with this Agreement prior to cancellation for materials or services related to the cancelled portion of the Purchase Order for which reasonably acceptable documentation is submitted by Manufacturer to Customer.

- (i) Conflicts. In the event of any conflict between the provisions of this Agreement and any Customer Purchase Order, Manufacturer's acceptance form or Manufacturer's invoice form or any similar such forms, the provisions of this Agreement shall govern and control.
- (j) Product Inventory as of Effective Date. Promptly following the Effective Date, Manufacturer shall provide Customer with a Product inventory report organized by Facility, lot number, remaining shelf life, and such other data points with respect to such Product inventory as Customer may request. For the avoidance of doubt, (i) Manufacturer shall be entitled to fill Purchase Orders with such inventory that complies with the terms and conditions of this Agreement, including Section 5.2, and (ii) the Parties shall meet to discuss in good faith the disposition of all such Product inventory that does not meet the criteria set forth in (i) above.

2.5 Failure to Supply.

- (a) Capacity Allocation. In the event that Manufacturer fails to manufacture and deliver Product in accordance with accepted Purchase Orders or applicable Specifications, Manufacturer shall notify Customer promptly, including details of the reasons for the failure and Manufacturer's estimated timeline of when the failure will be corrected. Manufacturer shall be solely responsible for undertaking commercially reasonable measures to minimize any shortage of Product delivered to Customer as a result of such manufacturing issues. If Manufacturer fails to manufacture and deliver Product in accordance with accepted Purchase Orders or applicable Specifications by the delivery date specified in the applicable Purchase Order(s) in accordance with Section 2.4(d), other than due to a Force Majeure Event, (i) for a period of two (2) or more months past such delivery date four (4) or more times in any rolling twelve (12) month period, or (ii) for a period of four (4) or more months past such delivery date on one occasion (each of (i) and (ii), a "Triggering Event"), then Manufacturer shall use its best efforts to allocate on a quarterly basis its manufacturing capacity and Product Materials to the manufacture and supply of Products for Customer on a ratable basis based on the use of each during the twelve (12)-month period immediately preceding such Triggering Event (or either (1) the Term of the applicable Facility Addendum, if the Term is less than twelve (12) months, or (2) such other period set forth in the applicable Facility Addendum); provided that (A) if Customer's Minimum Order

Quantity for the applicable Product(s) exceeds its ratable allocation of manufacturing capacity or Product Materials (as applicable) for the applicable quarter, Customer shall continue to accrue its allocation of capacity until such quarter when Customer's allocation of capacity is equal to or greater than its accrued allocation of capacity and (B) this Section 2.5(a) shall not apply to the extent that Customer fails to timely provide adequate Customer-Supplied Materials or Buy-Sell Materials to Manufacturer in accordance with Section 12. For the avoidance of doubt, Manufacturer shall notify Customer promptly in writing of any anticipated Triggering Event when Manufacturer has reason to believe that such Triggering Event is likely to occur and provide such information with respect to such anticipated Triggering Event as Customer may reasonably request.

- (b) Suspension of the Exclusive Purchase Requirement. In the event of a Triggering Event, Customer's Exclusive Purchase Requirement with respect to each and every Product that is the subject of the Triggering Event shall be temporarily suspended until such time as Manufacturer notifies Customer that Manufacturer is able to resume the manufacture and supply of the subject Product(s) on the terms and conditions of this Agreement (such period referred to as the "Exclusive Purchase Requirement Suspension Period"); provided that, (i) during such Exclusive Purchase Requirement Suspension Period, Customer shall use commercially reasonable efforts to limit its orders for the subject Product(s) to the quantities specified in the last Forecast that preceded the Triggering Event for the applicable period(s) and promptly notify Manufacturer in the event and to the extent that Customer's orders exceed such quantities specified in such Forecast and (ii) Customer shall be entitled to take delivery of Product(s) ordered during the Exclusive Purchase Requirement Suspension Period even if such delivery is scheduled for or actually occurs subsequent to the Exclusive Purchase Requirement Suspension Period.
- (c) Modification of the Exclusive Purchase Requirement. Upon the expiration of the Exclusive Purchase Requirement Suspension Period, Customer shall use commercially reasonable efforts to resume ordering from Manufacturer, on a Product-by-Product basis, the subject Product(s) in accordance with Customer's Exclusive Purchase Requirement during the Exclusivity Period.
- (d) Business Continuity. Manufacturer shall maintain a written business continuity plan to be able to assure supply of Product to Customer in the event of a disruption to supply from the primary location or Facility of manufacture, including any disruption resulting from a Force Majeure Event and make such plan available from time to time upon Customer's request.

- (e) **Remedies.** Customer shall have the right to terminate this Agreement on an affected Product-by-affected Product basis immediately upon written notice to Manufacturer in the event a Triggering Event (under clause (ii) thereof) continues for more than one hundred and eighty (180) days. Customer shall also have the right to cancel orders for any quantities of Product affected by any Triggering Event effective upon notice to Manufacturer, and Customer shall have no further obligations to purchase any such cancelled quantities of Product. In the event a Triggering Event occurs during the Exclusivity Period, Manufacturer shall, at Manufacturer's cost and expense, provide such assistance as is reasonably requested by Customer to assist any alternate manufacturer in meeting Customer's requirements for the Product until Manufacturer has remedied the cause of such Triggering Event and is able to supply Product to Customer in its requested quantities. Such assistance shall include providing, subject in all cases to Section 2.10(h), Technical Support in respect of the affected Product(s). In the event of a Triggering Event, Manufacturer shall be liable for any actual amounts that Customer is contractually required to pay to any Third-Party customer of Customer that result from Customer's inability to supply the affected Product to such Third-Party customer as a direct result of such Triggering Event; provided that (1) Customer shall provide to Manufacturer appropriate evidence of such amounts (including invoices from the applicable customers) and the applicable contractual requirements (redacted, in each case, of information pertaining to pricing and other commercial terms that are not directly related to the claimed amounts), it being understood and agreed that, upon request, Manufacturer will enter into customary confidentiality arrangements prior to such information being shared and (2) Manufacturer shall not be liable for any such amounts in the aggregate in any Fiscal Year in excess of the aggregate Conversion Cost Markup during such Fiscal Year with respect to all Products manufactured at the Facility that is the subject of the applicable Triggering Event. "Conversion Cost Markup" means, for a Product for any Fiscal Year, ten percent (10%) of the product of (A) Manufacturer's Standard Conversion Cost for such Product for such Fiscal Year and (B) the quantity of such Product ordered by Customer for delivery during such Fiscal Year. The rights of Customer set forth in this paragraph are in addition to any other rights set forth in this Agreement.

2.6 **Delivery; Risk of Loss.**

- (a) **Delivery.** Unless otherwise set forth in the applicable Facility Addendum, Manufacturer shall deliver Product to Customer FCA (Incoterms 2010) at the applicable Facility, and all Purchase Orders will be deemed to have been completed when the quantity of Product made available to Customer at the applicable Facility is between ninety percent (90%) and one hundred and ten percent (110%) of the quantity of Product set forth in any accepted Purchase Order (each such event, a "Delivery"). Delivery shall occur by or within the delivery date(s) set forth in the applicable Purchase Order or such other date as may be agreed to in writing by the Parties from time to time. Without limiting Customer's rights and remedies under Section 4.8, Manufacturer acknowledges and agrees that, unless such early Delivery was agreed upon by the Parties in writing, Manufacturer shall provide Customer with such data as Customer may reasonably request from time to time for measures of key performance indicators (KPI).

- (b) Certificates of Compliance. Manufacturer shall include certificates of compliance and certificates of analysis with all Delivery of Product or prior to Delivery upon reasonable request of Customer.
- (c) Title. Unless otherwise set forth in the applicable Facility Addendum, title to Product and risk of loss or damage shall pass to Customer upon Delivery to Customer pursuant to Section 2.6(a).

2.7 Procurement of Materials.

- (a) Manufacturer shall order and maintain sufficient quantities of all Product Materials, including safety stock as required by the applicable Facility Addendum, to enable Manufacturer to manufacture and Deliver Product in accordance with its Delivery obligations under this Agreement and the applicable Facility Addendum. With respect to those Third Party suppliers of Product Materials used by Manufacturer or its Affiliates in the ordinary course in the manufacturing or supply of a given Product immediately prior to the Effective Date ("Manufacturer Third Party Suppliers"), Manufacturer shall be permitted to purchase solely the same Product Materials from such Manufacturer Third Party Suppliers in connection with its activities under this Agreement without first obtaining Customer's prior written consent. Any other Third-Party supplier for Product Materials (or procurement of a different Product Material from any Third-Party supplier) must be approved in advance in writing by Customer (such approval not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, as of the Effective Date, as between Manufacturer and Customer, Manufacturer will be solely responsible for maintaining and establishing relationships with the Third-Party suppliers of Product Materials. The costs of all such Product Materials shall be included in the Price of the applicable Product.
- (b) Unless otherwise set forth in the applicable Facility Addendum for a specific Product, Customer shall have no liability for excess or obsolete Product Materials purchased by Manufacturer, (x) except as set forth in Section 2.4(h) or Section 7.9 or (y) unless the excess or obsolescence is caused by a change to the specifications for such Product Materials or the Specifications of a given Product in accordance with this Agreement after such Product Materials have been purchased by Manufacturer based upon a Firm Order or accepted Purchase Order).

- (c) Customer understands and acknowledges that (i) certain Product Materials have a limited shelf-life, are long lead time items, and are subject to minimum order quantities specified by the applicable supplier and (ii) Manufacturer will rely on the Firm Orders and Forecasts to order Product Materials required to meet the Firm Orders (plus safety stock for certain Product Materials of a Product as reasonably determined by Manufacturer). In addition, Customer understands that, to ensure an orderly supply of the Product Materials, Manufacturer may elect to purchase the Product Materials in sufficient volumes to meet the production requirements for Products during part or all of the forecasted periods; provided, however, that Customer shall not have any liability with respect to any purchase by Manufacturer or any of its Affiliates of labeling or packaging materials (including labels, cartons and leaflets) in excess of the amount required to meet the Firm Order applicable at such time plus the amount of applicable Product forecasted to be ordered in months four (4) through six (6) of the Forecast applicable at such time.
- (d) Manufacturer must review with Customer any assessment made (or related action proposed to be taken) by Manufacturer related to rejection or destruction of any Customer-Supplied Materials, Buy-Sell Materials, Product, or Product Materials intended for Customer's Product to discuss viability for commercial use.

2.8 **Product Samples.**

If representative lot samples of production batches of Product are requested by Customer in order to satisfy its obligations under applicable Law, including any regulatory requirements, or to any Governmental Authority, then Manufacturer shall provide Customer (or any such Third Party as Customer shall designate) with representative lot samples of each production batch of Product promptly upon Customer's request. Customer shall be entitled to review, upon reasonable prior written notice, all manufacturing Records relating to such samples, including all analytical procedures and cleaning validation relating to the equipment used in connection with the manufacture of the samples. Such Product samples shall be Delivered to Customer (or such Third Party as Customer shall designate) in accordance with the provisions set forth in Section 2.6(a) and at the Price as determined in accordance with the terms of Section 3. Customer shall pay for such samples when invoiced in accordance with Section 3.5.

2.9 **Storage.**

Manufacturer will store Products, Buy-Sell Materials, Product Materials, and Customer-Supplied Materials in accordance with the requirements of the Quality Agreement. With respect to those Third-Party warehouses used by Manufacturer or its Affiliates in the ordinary course for the storage of a given Product, Buy-Sell Materials, Product Materials, or Customer-Supplied Materials immediately prior to the Effective Date, Manufacturer may engage such Third-Party warehouse to perform the solely same activities for such Product, Buy-Sell Materials, Product Materials, and Customer-Supplied Materials under this Agreement without first obtaining Customer's prior written consent. The use of any Third Party warehouse

for the storage of any Product, Buy-Sell Materials, Product Materials, or Customer-Supplied Materials other than in the manner expressly permitted pursuant to this Section 2.9 must be approved in advance in writing by Customer, such approval not to be unreasonably withheld, conditioned or delayed. Manufacturer shall obtain the right for Customer to audit, at Customer's expense, any such Third-Party warehouse upon reasonable prior advance written notice and during normal business hours. Manufacturer has no obligation to store Product more than fifteen (15) Business Days following the requested delivery date for such Product; provided that (a) Manufacturer shall be obligated to store Product for such longer period as may be reasonably necessary for Customer to arrange transportation for such Product in the event that Manufacturer experiences delays in the manufacture, release, or supply of a particular Product that results in the delivery of a quantity of Product that exceeds historical or Forecast quantities of Product for the applicable period and; (b) with respect to any Product that Customer reasonably believes should not be released by Manufacturer, Manufacturer shall store such Product until the Parties' definitive resolution pursuant to this Agreement and the Quality Agreement as to whether such Product should be released. At the expiration of the applicable time frame in the preceding sentence, notwithstanding any provision of this Section 2.9 to the contrary, Manufacturer may transport and store the subject Product at a Third-Party warehouse at Customer's expense.

2.10 Transitional Support.

- (a) On a Product-by-Product basis, Customer may elect, upon written notice to Manufacturer, for Manufacturer to provide Customer with reasonable technical support, as more fully set forth in this Section 2.10, to transfer production of a given Product or Products to a Customer facility or a facility of an alternative source of supply as designated by Customer (such support, "Technical Support" and such facility, the "Receiving Site"). Customer may make such election for Technical Support at any time during the Term (including in the event of a Triggering Event under Section 2.5(a)) or in advance of any expiration of this Agreement) or promptly after the termination or expiration of this Agreement but in no event more than ninety (90) days following the effective date of such termination or expiration. Such reasonable Technical Support shall consist of:
- (i) supply of a technical package to facilitate the transfer of all relevant manufacturing information for such Product(s) to the Receiving Site, including formulation descriptions, manufacturing instructions, Specifications, methods, data required for applicable regulatory submissions and facility qualification, and material supplier information, as applicable, except for any information that is subject to confidentiality obligations owing to a Third Party; provided that the technical package will not include any manufacturing information, including formulation descriptions, manufacturing instructions, Specifications, methods and material supplier information, that is generally available to or known by the public, can be obtained on reasonable terms from Third Parties or is already available or being utilized by Customer or its Affiliate at one of Customer's or its Affiliate's facilities;

- (ii) host site visits to the Manufacturer's Facility by Customer to observe production of the applicable Product or Products, in each case, at a mutually agreed date and subject to confidentiality procedures or requirements as may be requested or implemented by Manufacturer; provided that the request for each such visit shall be made so as to allow for sufficient advance preparation time and can be accommodated in the requested timeframe without interruption to Manufacturer's routine production or operations;
 - (iii) performance of high-level consultation and answering reasonable queries for Customer through the transfer process; and
 - (iv) provision of reasonable Product samples required under applicable Law for transfer activities.
- (b) Customer shall be responsible for identifying and requesting any and all Technical Support that is required from Manufacturer to assure such technology transfer is successful.
- (c) The Parties shall reasonably cooperate and mutually agree to facilitate the provision of any additional reasonable Technical Support with respect to the applicable Product or Products to Customer, including assistance through the transfer process, Manufacturer Personnel visits to the Receiving Site and training and troubleshooting during the Receiving Site's first production run of the applicable Product or Products, in each case, as and to the extent reasonably agreed by Manufacturer in each instance (and subject to Sections 2.10(d), 2.10(e) and 2.10(f)).
- (d) The Parties will work together in good faith to plan for upcoming and ongoing Technical Support needs and to accommodate such plans in order to maintain ongoing business continuity. In addition, Manufacturer shall have no obligation to hire or retain any individuals or make any capital expenditures in connection with Technical Support, and Manufacturer's obligation to provide Technical Support is contingent upon the continued employment by Manufacturer of those individuals capable of providing such Technical Support. Manufacturer may terminate its obligation to provide any Technical Support with respect to the applicable Product under this Agreement if Customer or any of its Affiliates hires any Manufacturer Personnel involved in providing Technical Support to Customer hereunder (without limiting any applicable non-solicitation obligations of Customer pursuant to the Business Combination Agreement).

- (e) Customer shall be solely responsible for any and all regulatory or other Governmental Authority requirements, activities and related costs and expenses that arise in conjunction with any Technical Support, technology transfer of production or production of each Product to or at the Receiving Site. These activities may also include, but are not limited to, creation of additional data or technical information, analytical method modifications or other work of a technical nature required to support regulatory queries or contemporary standards and guidelines driven by the manufacturing transfer (subject to Section 8.2).
- (f) Subject to Section 2.5(e), Customer is responsible for, and shall promptly reimburse Manufacturer for, any and all reasonable out-of-pocket costs and expenses incurred by or on behalf of Manufacturer in connection with any Technical Support provided to Customer under this Agreement, including employee costs to be charged at a rate that reasonably approximates the cost of providing the Technical Support, without any intent to cause Manufacturer to make profit or incur loss.
- (g) With respect to each Product for which Manufacturer provides Technical Support under this Agreement, Manufacturer shall provide to Customer any analytical materials and methods in Manufacturer's possession or control that are required in connection with disclosures to any applicable Governmental Authority to qualify the applicable Product Materials, Buy-Sell Materials, or Customer-Supplied Materials for such Product or such Product itself for release testing to meet the then-current applicable marketing authorization, in each case, subject to Section 13.
- (h) Nothing in this Agreement shall require Manufacturer to provide more than 75 hours per calendar year per Product in connection with any Technical Support. Notwithstanding anything to the contrary herein, except as expressly provided in Section 2.10(g), Manufacturer shall have no obligation to disclose, license or otherwise provide confidential or proprietary information of Manufacturer, its Affiliates or any Third Party in connection with this Agreement or any Technical Support or technology transfer therein.

3. Price; Payment; Price Adjustments; Taxes.

3.1 Price.

- (a) Initial Price. On a Fiscal Year-by-Fiscal Year basis, Customer shall purchase each Product from Manufacturer at the Price for such Product for such Fiscal Year, as determined in accordance with the terms of this Section 3. The Price for each Product during the Initial Price Term (such Price, the "Initial Price" for such Product) is set forth in the Facility Addendum for such Product. Following the Initial Price Term, the Price of such Product may be adjusted only as set forth in Section 3.1(b) and Section 3.2.

- (b) Price in Extension Periods. In the event that Customer elects to extend the Initial Term of the Agreement or of a Facility Addendum, the Price for each applicable Product in any Extension Period shall be one hundred percent (100%) of Manufacturer's Standard Product Materials Cost *plus* one hundred and ten percent (110%) of Manufacturer's Standard Conversion Cost of such Product, each for the initial Fiscal Year of the first Extension Period with respect to such Product. During each Extension Period, the Price of such Product may be adjusted as set forth in Section 3.2; provided that the initial Fiscal Year of the first Extension Period shall operate as the Facility Conversion Cost Baseline Fiscal Year (as defined below).
- (c) Subject to the limitations and conditions set forth in this Agreement, it is the intention of the Parties that the Price of each Product reflects one hundred percent (100%) of Manufacturer's Standard Product Materials Cost *plus* one hundred and ten percent (110%) of Manufacturer's Standard Conversion Cost of such Product. The Price for each Product will be set forth in the currency specified in the applicable Facility Addendum.
- (d) Changes to the Standard Cost Methodology. Manufacturer shall have the right to change the Standard Cost methodology once per Fiscal Year; provided that any change shall be consistent with the Accounting Method and applied across all products manufactured at the applicable Facility. If Manufacturer elects to change the Standard Cost methodology, Manufacturer shall calculate both (i) the revised Standard Cost using the methodology effective during the then-current Fiscal Year of the Term of the applicable Facility Addendum and (ii) the percentage change in Standard Cost caused by the change in methodology relative to the former methodology. If such Standard Cost methodology change results in an increase of Facility Conversion Cost for Products manufactured for Customer of more than two percent (2%), then Manufacturer shall revert to the former methodology for purposes of the calculation of Price during such Fiscal Year.

3.2 **Price Adjustment.**

- (a) Product Materials Adjustment.
 - (i) On a Facility-by-Facility basis, with respect to each full Fiscal Year of the Term of the applicable Facility Addendum, the Price of each Product manufactured at the applicable Facility will be updated to reflect one hundred percent (100%) of the full estimated amount of the increase or decrease in the cost of Product Materials for each such Product.

- (ii) In each Fiscal Year of the Term of this Agreement, Manufacturer shall submit a report to Customer by no later than the end of the first quarter of such Fiscal Year setting out the Facility Actual Product Materials Cost with respect to each Facility for the prior Fiscal Year. In the event that the Facility Actual Product Materials Cost differs from the Facility Estimated Product Materials Cost, when adjusted to reflect actual volume, then Manufacturer shall issue either (A) an invoice to Customer for any amounts owed by Customer to Manufacturer or (B) a credit memo for amounts owed by Manufacturer to Customer reflecting the difference between the Price as invoiced and an adjusted Price for such Fiscal Year; provided, however, that any such adjustment made in accordance with the foregoing shall be subject in all cases to the provisions of Section 3.2(e). Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement.
- (b) Conversion Cost Adjustments.
- (i) Subject to the remainder of this Section 3.2(b), on a Facility-by-Facility basis, if the Facility Conversion Costs of a Facility during any Fiscal Year following the first full Fiscal Year of the Term of the applicable Facility Addendum (such Fiscal Year, a "Facility Conversion Cost Adjustment Fiscal Year") are estimated to be (a) less than seventy-five percent (75%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year (as defined below) or (b) greater than one hundred and twenty-five percent (125%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year (clauses (a) and (b) referred to collectively as the "Facility Conversion Cost Threshold"), when adjusted to reflect a constant volume between the Facility Conversion Cost Adjustment Fiscal Year and the Facility Conversion Cost Baseline Fiscal Year, then the Price for such Product will be updated beginning with such Facility Conversion Cost Adjustment Fiscal Year to reflect one hundred and ten percent (110%) of the increase or decrease in Facility Conversion Costs. An example calculation of the foregoing Price adjustment is attached hereto as Attachment G. Subject to the last sentence of Section 3.1(b), the "Facility Conversion Cost Baseline Fiscal Year" shall be, as of the Effective Date, 2019 budget volumes and costs as summarized in the applicable Facility Addenda; provided that in each instance in which the Price is adjusted in accordance with the immediately preceding sentence of this Section 3.2(b)(i), the Facility Conversion Cost Baseline Fiscal Year shall be the applicable Facility Conversion Cost Adjustment Fiscal Year.

- (ii) In the event that Price is adjusted as a result of a change to Facility Conversion Cost under Section 3.2(b)(i), the Facility Conversion Cost Threshold for all remaining Fiscal Years in the Initial Term (or Extension Periods as appropriate) will be reduced such that if Facility Conversion Costs of a Facility during any Facility Conversion Cost Adjustment Fiscal Year are estimated to be (a) less than eighty percent (80%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year or (b) greater than one hundred and twenty percent (120%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year, then the Price for such Product will be updated beginning with such Facility Conversion Cost Adjustment Fiscal Year to reflect the full estimated amount of the increase or decrease in Conversion Cost.
- (iii) Notwithstanding anything to the contrary in this Section 3.2(b), Manufacturer shall not have the ability to adjust the Price to reflect actual volume for Products in a Facility to the extent that Customer has reduced its demand for one or more Products in such Facility due to Manufacturer's breach of or other failure to supply under this Agreement or the applicable Facility Addendum.
- (iv) In each Fiscal Year following the first full Fiscal Year of the Term of this Agreement, Manufacturer shall submit a report to Customer by no later than the end of the first quarter of such Fiscal Year setting out the actual volume of Product for each Facility for the prior Fiscal Year. In the event that the actual Facility Conversion Costs demonstrate that the then applicable Facility Conversion Cost Threshold has been exceeded, and Manufacturer had not previously adjusted the applicable Price in accordance with this Section 3.2(b) to account for such adjustment, then Manufacturer shall either issue (A) an invoice to Customer for any amounts owed by Customer to Manufacturer or (B) a credit memo for amounts owed by Manufacturer to Customer reflecting the difference between the Price as invoiced and the adjusted Price for such Fiscal Year; provided, however, that any such adjustment made in accordance with the foregoing shall be subject in all cases to the provisions of Section 3.2(b)(iii). For clarity, any amount owed by Customer to Manufacturer or owed by Manufacturer to Customer shall be one hundred and ten percent (110%) of Manufacturer's Conversion Cost, reduced by a 20% allowance for variable costs. Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days

from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement.

- (c) Notwithstanding the above, the price for Buy-Sell Materials will be updated annually in each year following the first Fiscal Year to reflect one hundred percent (100%) of the full estimated amount of the cost of Buy-Sell Materials to Manufacturer. Customer may not change the price of Buy-Sell materials during any Fiscal Year. Upon any notification by Customer to Manufacturer of any reduction in the price of Buy-Sell Materials for the upcoming Fiscal Year, Manufacturer shall submit to Customer an inventory of such Buy-Sell Materials on hand and a calculation of the positive difference between the aggregate price for such Buy-Sell Materials applying the price for the current Fiscal Year and the aggregate price for such Buy-Sell Materials applying the price for the upcoming Fiscal Year. Customer shall promptly and in no event later than forty-five (45) days issue to Manufacturer a credit memo in the amount of such positive difference reflected in Manufacturer's notice.
- (d) The increases or decreases described in this Section 3.2 shall be determined by Manufacturer in a manner consistent with the accounting methodologies used by Manufacturer as of the Effective Date and shall be based on the applicable Forecasts provided by Customer in July of the applicable Fiscal Year and applied consistently across Manufacturer's entire manufacturing operations for the full Facility.
- (e) Manufacturer shall notify Customer of any estimated expected changes to Prices for the upcoming Fiscal Year by no later than June 1 of the then-current Fiscal Year and shall notify Customer of any actual changes to Prices for the upcoming Fiscal Year by no later than October 30 of the then-current Fiscal Year. Between June 1 and October 30, the Parties will engage in ongoing discussions to ensure that any final changes to Prices for the applicable Fiscal Year conform to the terms and conditions of this Agreement. Manufacturer will promptly respond to Customer's inquiries regarding any proposed changes to the Price of Products and provide reasonable documentation to Customer supporting the estimated or actual change in such Prices. Any actual, adjusted Price of each Product shall become effective on the first day of the first month of such upcoming Fiscal Year.
- (f) Any disputes relating to changes in Price for a given Product will be resolved pursuant to Section 3.4.

3.3 Cost Improvement.

At Customer's reasonable request, Manufacturer and Customer agree to discuss in good faith the implementation of possible cost reduction opportunities with the objective to reduce the net Price of Product. Without limiting the generality of the foregoing, Manufacturer shall use commercially reasonable efforts to reduce the price of Product Materials.

3.4 Price Review and Audit Procedure.

- (a) Manufacturer shall maintain complete and accurate Records that fairly reflect the relevant costs and calculations used to determine the Price of each Product and shall retain such Records for a period of not less than three (3) years after the applicable Product was manufactured and delivered hereunder. With respect to a Price change under Section 3.2 for any Product in an upcoming Fiscal Year, if Customer requests such a review in writing within thirty (30) days following notice to Customer of such change, then: (i) the Parties shall reasonably discuss and attempt to resolve any disagreement with respect thereto and (ii) if such disagreement is not resolved within thirty (30) days following commencement of such discussions, Customer shall have the right, no more than one (1) time per Fiscal Year each for the subject of (1) and (2) below and on no less than thirty (30) days' notice to Manufacturer, to appoint a reputable and internationally recognized independent Third-Party audit firm reasonably acceptable to Manufacturer (and which agrees to be bound by Manufacturer's customary confidentiality agreement) to audit such relevant Records, during normal business hours and on a confidential basis, to verify that, either (1) the change in the relevant Products' Price for an applicable Facility for the upcoming Fiscal Year, as applicable, or (2) the true-up determination with respect to (x) the estimated and actual Facility Conversion Costs of a Facility with respect to any Fiscal Year or (y) the Facility Estimated Product Materials Cost and the Facility Actual Product Materials Cost with respect to any Fiscal Year, was accurately and equitably calculated by Manufacturer in accordance with this Agreement; provided that Customer shall be deemed to have waived its right for such a review if Customer does not make such request within thirty (30) days following delivery of Manufacturer's notice to Customer of such increase. For the avoidance of doubt, any such audit initiated by Customer in accordance with clause (ii) above shall include in the scope of audit all of the Products manufactured at the applicable Facility, and not be limited in scope to the discrete Product(s) in question. Subject to Section 3.4(b)(2), Customer shall bear all costs and expenses of conducting such an audit, and such accounting firm shall work on an hourly or flat fee basis without a contingency fee or other performance or bonus fee. Such accounting firm shall, as promptly as practicable, provide in writing (I) a detailed report of such audit to Manufacturer and (II) a separate report limited to the Price for the subject Products in the relevant Fiscal Year as calculated by such accounting firm

in accordance with this Agreement to Manufacturer and Customer. The Price for the Products during a Fiscal Year, as calculated by such accounting firm, absent any manifest error, shall be binding upon the Parties with respect to such increase or required payment, as applicable; provided that, within fifteen (15) days of receipt of the audit report, Manufacturer shall have the right to dispute such Price or calculation thereof by submitting written notice to Customer and the accounting firm accompanied by information supporting Manufacturer's position. Within thirty (30) days of receipt of Manufacturer's notice of dispute, the accounting firm shall issue its final findings with respect to the Price for the relevant Product in the relevant Fiscal Year and such decision, absent manifest error, shall be binding upon the Parties.

- (b) If, as a result of any audit by Customer pursuant to Section 3.4(a), the aggregate Price calculated by the accounting firm with respect to all Products manufactured at the applicable Facility for a Fiscal Year is:
- (i) less than ninety-five percent (95%) of the aggregate Price for all such Products established by Manufacturer pursuant to Section 3.2 for such Products during such Fiscal Year, then, if Customer has made payments to Manufacturer for such Products at the higher Price established by Manufacturer during such Fiscal Year, Manufacturer shall refund to Customer the overpayment made by Customer; or
 - (ii) more than one hundred and five percent (105%) of the aggregate Price for all such Products established by Manufacturer pursuant to Section 3.2 for such Products during such Fiscal Year, then, if Customer has made payments to Manufacturer for such Products at the lower Price established by Manufacturer for such period, Customer shall promptly pay Manufacturer for the amount of the underpayment that should have been paid by Customer;

in each case of clauses (i) and (ii), (1) such payment to be made within forty-five (45) days of the owing Party's receipt of the relevant detailed report and final Price pursuant to Section 3.4(a) and (2) Manufacturer shall be responsible for payment of the applicable accounting firm's reasonable and actual fees in connection with such audit.

3.5 Invoices and Payment.

Manufacturer shall submit invoices to Customer upon Delivery of Product. All invoices for Products will be in functional currency unless otherwise specified in the applicable Facility Addendum, and all undisputed payments hereunder shall be in full and be made without any withholding, offset or any other deductions. Manufacturer shall include the following information on all invoices: (a) the applicable Purchase Order number and billing address; (b) the quantity of Product

delivered (and where applicable, the type, description or part number, if any); (c) the required delivery date specified in the applicable Purchase Order; (d) the actual date of Delivery; (e) the Price; (f) any applicable Taxes, transportation charges or other charges provided for in the applicable Purchase Order; (g) the applicable invoice number; and (h) the Delivery Facility, unless otherwise specified in the Facility Addendum. Subject to Customer's rights under Section 4.8 to reject Non-Complying Product or Product that is not otherwise Delivered in accordance with the terms of and conditions of this Agreement, Manufacturer shall invoice Customer for Product upon Delivery of the applicable Product in accordance with Section 2.6(a). Customer shall be obligated to pay only for actual quantities of Product delivered. Unless otherwise set forth in the applicable Facility Addendum with respect to a particular Product or Products, Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement. If any payment required to be made under this Agreement is not made within twenty (20) days of the applicable date when such payment is due (the "Late Payment Date"), interest shall accrue on such past due amount from the Late Payment Date until the date payment is actually made at a quarterly rate equal to the lesser of (i) the Three-Month U.S. dollar LIBOR (Reuters Page LIBOR01) on the Late Payment Date (or the next Business Day if such Late Payment Date is not a Business Day), and (ii) the maximum rate permitted by applicable Law. Time for any payments hereunder shall be of the essence.

3.6 Taxes.

- (a) All sums payable under this Agreement are exclusive of any amount in respect of VAT. If any action of one Party (the "Supplier") under this Agreement constitutes, for VAT purposes, the making of a supply to another Party (or a member of that Party's Group) (the "Recipient") and VAT is or becomes chargeable on that supply, the Recipient shall pay to the Supplier, in addition to any amounts otherwise payable under this Agreement by the Recipient, a sum equal to the amount of the VAT chargeable on that supply against delivery to the Recipient of a valid VAT invoice issued in accordance with the laws and regulations of the applicable jurisdiction.
- (b) Without duplication of amounts covered by Section 3.6(a), Customer (or the applicable Affiliate) shall be responsible for all VAT, sales, goods and services, use, gross receipts, transfer, consumption and other similar Taxes (excluding, for clarity, Taxes imposed on net income, profits and gains and franchise Taxes), together with interest, penalties and additions thereto ("Service Taxes"), imposed by applicable taxing authorities on the direct sale of Products to Customer or any of its Affiliates or any payment hereunder; provided that such Service Taxes are shown on a valid invoice.

If Manufacturer or any of its Affiliates is required to pay any part of such Service Taxes, Manufacturer shall provide Customer with evidence that such Service Taxes have been paid, and Customer (or its applicable Affiliate) shall reimburse Manufacturer for such Service Taxes. Manufacturer shall, upon the reasonable request of Customer, promptly revise any invoice to the extent such invoice was erroneously itemized or categorized. Each Party shall, and shall cause its Affiliates to, use commercially reasonable efforts to (i) minimize the amount of any Service Taxes imposed on the provision of Services hereunder, including by availing itself of any available exemptions from or reductions to any such Service Taxes, and (ii) cooperate with the other Party in providing any information or documentation that may be reasonably necessary to minimize such Service Taxes or obtain such exemptions or reductions. If at any time Manufacturer (or any of its Affiliates) receives a refund (or credit or offset in lieu of a refund) of any Service Taxes borne by Customer (or any of its Affiliates), then Manufacturer or its Affiliate receiving such refund or utilizing such credit or offset shall promptly pay over the amount of such refund, credit or offset (net of all reasonable related out-of-pocket costs, expenses and Taxes incurred in respect thereof) to Customer or its applicable Affiliate, it being understood that Customer and its applicable Affiliate shall be liable for (x) any subsequent disallowance of such refund, credit or offset and any related interest, penalties or additions thereto and (y) any reasonable out-of-pocket costs and expenses related to such disallowance.

- (c) The Parties and their Affiliates shall reasonably cooperate to determine whether any Tax withholding applies to any amounts paid under this Agreement and, if so, shall further reasonably cooperate in (i) minimizing the amount of any such withholding Taxes, including by availing itself of any available exemptions from or reductions to any such withholding Taxes, (ii) providing any information or documentation that may be reasonably necessary to minimize such withholding Taxes or obtain such exemptions (including, without limitation, pursuant to any applicable double taxation or similar treaty) or (iii) receiving a refund of such withholding Taxes or claiming a Tax credit therefor. If any such withholding is required by applicable Law, the paying Party (or its applicable Affiliate) shall properly and timely withhold and remit such Taxes to the applicable taxing authority and use reasonable efforts to provide the other Party with a copy of any receipt (where it is common practice for the applicable taxing authority to provide such a receipt) or other documentation confirming such payment, and such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the receiving Party (or its applicable Affiliate). The paying Party (or its applicable Affiliate) shall not be required to “gross up” any amounts invoiced to the paying Party to account for, or otherwise compensate the receiving Party (or its applicable Affiliate) for, any Taxes that are required to be withheld under applicable Law.

- (d) Where a Party or any member of its Group is required by this Agreement to reimburse or indemnify the other Party or any member of its Group for any cost or expense, the reimbursing or indemnifying Party (or the applicable member of its Group) shall reimburse or indemnify the other Party (or the applicable member of its Group) for the full amount of the cost or expense, inclusive of any amounts in respect of VAT imposed on that amount to the extent properly reflected on a valid invoice, except to the extent that the reimbursed or indemnified Party reasonably determines that it (or such member of its Group), or a member of the same group as it (or such member of its Group) for VAT purposes, is entitled to credit for or repayment of that VAT from any relevant taxing authority.
 - (e) For purposes of this Agreement, and except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement, and in the event of any inconsistency between the Tax Matters Agreement and this Agreement with respect to Tax matters, the Tax Matters Agreement shall control.
- 3.7 **No Duplicative Payments.** Notwithstanding anything to the contrary in this Agreement, no Party (or Affiliate thereof) shall enjoy a duplicative right, entitlement, obligation, or recovery with respect to any matter arising out of the same facts and circumstances.

4. **Manufacturing Standards and Quality Assurance.**

4.1 **Quality Agreement.**

On a Facility-by-Facility and Product-by-Product basis, the Parties will comply with the requirements and provisions set forth in the Quality Agreement applicable to the applicable Facility and Product, the form of which has been attached hereto as Attachment B and, through such attachment, made a part hereof. In the event of a conflict between the terms of the applicable Quality Agreement and the terms of this Agreement, the terms of the Quality Agreement shall govern and control for all quality and regulatory compliance matters and the terms of this Agreement shall govern and control for all other matters.

4.2 **Manufacturing Standards.**

Manufacturer shall manufacture and supply each Product (including disposing of all Waste and other materials) in accordance with all applicable Specifications, applicable Laws, requirements under the applicable Quality Agreement, and this Agreement.

4.3 **Manufacturing Changes.**

- (a) **Discretionary Changes.** Subject to Section 4.3(b), in the event that either Party desires to change, revise, modify or otherwise alter the Specifications, manufacturing processes, Product Materials, Buy-Sell Materials, Customer-Supplied Materials, or Facilities with respect to a given Product in any manner (each, a “Manufacturing Change”), the Party desiring the Manufacturing Change shall notify the other Party in writing of the proposed Manufacturing Change and the Parties will promptly meet to discuss, in good faith, the feasibility of implementing such Manufacturing Change and the allocation of costs between the Parties for such Manufacturing Change; provided that the requested Manufacturing Change will not be implemented unless and until the Parties mutually agree in writing to implement such Manufacturing Change. Unless otherwise agreed upon by the Parties, the Party requesting the Manufacturing Change will be responsible for, and will bear the costs of, any filings or other actions that either Party must take with the applicable Governmental Authority as a result of such Manufacturing Change.
- (b) **Required Changes.** If, at any time, a Manufacturing Change is required by a Governmental Authority in a country in which Regulatory Approval for a given Product has been granted, a Governmental Authority in a country in which Customer seeks to obtain Regulatory Approval for a given Product, or a Governmental Authority in the country in which the Facility that manufactures a given Product is located, then the Party that first has knowledge of the required Manufacturing Change shall notify the other Party in writing of such required Manufacturing Change, and Manufacturer will review such Manufacturing Change with Customer. Manufacturer will bear all costs and expenses associated with implementing the Manufacturing Change, unless such Manufacturing Change relates solely to a Product or Products manufactured for Customer (including any required labeling changes), in which case Customer will bear all costs and expenses associated with implementing such Manufacturing Change for such Product, including any changes to labeling or packaging, but only to the extent such costs are reasonable and documented.

4.4 **Pest Control.**

Manufacturer shall manufacture all Products, and Manufacturer shall store all Product Materials, Buy-Sell Materials, Customer-Supplied Materials, and all Products, in a clean, dry area, free from insects and rodents, in a manner to prevent entry of foreign materials and contamination of Product. Manufacturer’s pest control measures shall include the adequate cleaning of the Facility, control of food and drink, protection of Product from the environment, monitoring of flying and crawling pests and logs detailing findings and actions taken. Manufacturer’s pest control program shall be detailed in a written procedure which complies with applicable Laws, including cGMPs, and which shall be subject to review and approval by Customer. If Customer has specific concerns about procedures in place at any Facility, Customer will present such issues in its audit findings and the Parties will discuss in good faith a mutually agreeable plan for resolution of such issues. Failure of Manufacturer to comply with this Section 4.4 shall be deemed a material breach of this Agreement.

4.5 Legal and Regulatory Filings and Requests.

- (a) Manufacturer shall reasonably cooperate with Customer in responding to all requests for information from, and in making all legally required filings with, Governmental Authorities in the Territory having jurisdiction to make such requests or require such filings. Manufacturer shall: (a) obtain and comply with all licenses, consents and permits required under applicable Laws in the Territory (and Manufacturer shall provide Customer with a copy of all such licenses, consents and permits that are material upon Customer's reasonable request); and (b) comply with all applicable Laws in the Territory with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Upon Customer's request, Manufacturer shall apply for and obtain Certificates of Pharmaceutical Production ("CPP") from the Governmental Authorities of the country where the Facility is located, such CPPs to be issued to countries where CPPs according to Customer's opinion are required. Manufacturer shall pay all reasonable costs necessary to obtain such CPPs and be entitled to be reimbursed against invoice by Customer at cost; provided that Manufacturer shall make good faith efforts to consolidate its invoices for such reimbursement for CPPs and submit to Customer on a Fiscal Year quarterly basis.
- (b) In the event that Customer wishes to extend the Territory with respect to a certain Product, Customer shall notify Manufacturer of such request and Manufacturer shall consider Customer's request in good faith. For the avoidance of doubt, in the event that the Parties agree to extend the Territory with respect to a certain Product, any resulting Manufacturing Change shall be treated as a discretionary Manufacturing Change and governed by Section 4.3(a).

4.6 Quality Tests and Checks.

Manufacturer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of a given Product and any tests or checks required by the Specifications, the Quality Agreement, applicable Facility Addendum or applicable Laws. With respect to any Product manufactured prior to Closing or located at a Facility as of Closing, Manufacturer shall maintain, continue and complete any and all such activities, tests and checks, including, without limitation, all ongoing stability testing. All costs associated with the performance of Manufacturer's obligations under this Section 4.6 (including with respect to any Product manufactured prior to Closing or located at a Facility as of Closing) are included in the Price of each Product and, accordingly, Manufacturer shall perform the foregoing at its cost and expense, without further reimbursement from Customer. Manufacturer shall obtain Product for these tests from batches of Product manufactured under this Agreement, and Manufacturer is

responsible for providing all necessary technical, quality and operational resources. All tests and test results shall be performed, documented and summarized by Manufacturer in accordance with the Specifications, Quality Agreement, applicable Facility Addendum, applicable Laws and reasonable quality assurance requirements provided by Customer to Manufacturer in writing. Manufacturer shall maintain all production Records and disposition of each batch of Product.

4.7 Responsibility for Non-Complying Product.

Manufacturer shall not release any Product for Delivery to Customer that does not conform to the covenants set forth in Section 5.2(e) (such non-conforming Product, "Non-Complying Product"), without the prior written approval of Customer. Manufacturer shall quarantine all such Non-Complying Products and shall promptly submit to Customer a report detailing the nature of such non-compliance and Manufacturer's recommended disposition, including the investigation and testing done. Manufacturer shall also provide any additional information regarding such Non-Complying Product as may reasonably be requested by Customer. Customer shall not be required to pay for any Non-Complying Product or for the destruction or other disposition thereof (unless an investigation determines that the root cause for such Product being Non-Complying Product is Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Material).

4.8 Rejection of Non-Complying Product.

- (a) Customer's Ability to Reject. Customer may reject any Non-Complying Product or Product that is not delivered to Customer in accordance with this Agreement by providing written notice of such rejection to Manufacturer within seventy-five (75) days following Customer's receipt of any Delivery of Product hereunder; provided, however, that Customer may, until the expiry date for a Product, provide notice of rejection of any Delivery of such Product having (i) latent defects, (ii) any defects that are not reasonably discoverable by Customer through standard inspection and testing of Products or (iii) defects caused by the breach by Manufacturer of any of its representations or warranties under this Agreement (collectively, "Latent Defects"); provided, further, that, and notwithstanding the foregoing, Customer shall notify Manufacturer within sixty (60) days after Customer first becomes aware of any such Latent Defect.
- (b) Manufacturer's Ability to Reject. Manufacturer may reject any Non-Complying Product by (i) providing Customer with no less than sixty (60) days' prior written notice of Manufacturer's intention to reject such Non-Complying Product along with the documentation set forth in Section 4.7, (ii) meeting with Customer at Customer's request to discuss the basis for the proposed rejection of the subject Non-Complying Product, and (iii) providing Customer with notice of rejection in the event that Manufacturer rejects the subject Non-Complying Product at the end of such sixty (60) day period (or such other time frame as the parties may agree upon).

- (c) Manufacturer's Obligation; Replacement. Manufacturer shall respond to any rejection, defect notice or any quality-related complaint from Customer pursuant to Section 4.8(a) in a timely manner or such other time frame as may be specified in the applicable Quality Agreement. Manufacturer shall conduct an analysis of the causes of any such complaint, shall report to Customer on any corrective action taken and shall reasonably consider Customer's suggestions related to such corrective action or other quality-related matters. Customer shall promptly return any Product (or portions thereof) rejected pursuant to Section 4.8(a) to Manufacturer at Manufacturer's expense. With respect to any Non-Complying Product rejected by Customer, in addition to any other rights or remedies of Customer hereunder, Customer may elect, in its sole discretion, upon written notice to Manufacturer to either (i) have Manufacturer replace any Non-Complying Product as soon as practicable at no additional charge to Customer; provided that (A) the Manufacturer shall replace such Non-Complying Product within a period of ninety (90) days beginning on the date that the Manufacturer confirms or a Third-Party laboratory determines that the subject Product is a Non-Complying Product, and (B) if Manufacturer fails to replace such Non-Complying Product within such ninety (90) day period, then a Triggering Event shall be deemed to have occurred and the provisions of Section 2.5 shall apply; or (ii) be reimbursed for the Price of the Non-Complying Product actually paid. Manufacturer shall reimburse Customer for the cost of all Customer-Supplied Materials used to manufacture any Non-Complying Product (unless such Product is a Non-Complying Product due to any Non-Complying Customer-Supplied Material, as applicable).
- (d) Independent Testing. If the Parties are unable to agree on whether Product rejected by Customer is Non-Complying Product, then Manufacturer may hire an independent Third-Party laboratory, subject to Customer's prior written approval of such laboratory, not to be unreasonably withheld, conditioned or delayed, to perform testing on such rejected Product in accordance with the Specifications, applicable Laws and the Quality Agreement, which Third Party laboratory shall promptly provide the results thereof to Customer and Manufacturer. Manufacturer must engage such Third-Party laboratory within the thirty (30) day period following Manufacturer's receipt of Customer's rejection notice. If Manufacturer fails to engage such Third-Party laboratory during such thirty (30) day period, then Manufacturer will be deemed to have waived its right to engage such Third-Party laboratory. The determination of such tests shall be binding upon the Parties for all purposes hereunder; provided that, if such tests are unable to determine whether or not such rejected Product is Non-Complying Product, or if Manufacturer does not engage such Third-Party laboratory within the thirty (30) day period, then such Product shall be deemed to be Non-Complying Product. If such tests determine that the rejected Product is, or such Product is so deemed to be, Non-Complying Product, then Manufacturer shall bear the costs of such tests and Customer's

remedies with respect to Non-Complying Product as set forth in this Agreement shall apply to such Non-Complying Product. Otherwise, Customer shall (i) bear the costs of such tests and shall remain obligated to pay Manufacturer the Price for such Product in accordance with Section 3 and (ii) reimburse Manufacturer for any shipping charges paid by Manufacturer pursuant to Section 4.8(c) with respect to the return of such Product to Manufacturer. Without limiting the foregoing obligations, if Customer reasonably requests in writing, then Manufacturer shall use commercially reasonable efforts to re-deliver such Product to Customer at Customer's expense. For the avoidance of doubt, provided that the Product conforms to the minimum shelf-life dating set forth in Section 5.2(e)(v) upon initial Delivery, such minimum shelf-life dating requirement shall not apply to the subject Product upon re-delivery in accordance with the immediately preceding sentence.

- (e) Survival. The provisions of this Section 4.8 shall survive termination or expiration of this Agreement or the applicable Facility Addendum.

4.9 Disposal of Rejected and Non-Complying Product.

All Non-Complying Product and Product rejected pursuant to this Agreement shall be removed (if applicable) and disposed of by Manufacturer in accordance with all applicable Laws, and as approved in advance by Customer in writing (such disposal cost to be at Manufacturer's expense, unless it is subsequently determined that Customer wrongly rejected such Product pursuant to Section 4.8). Manufacturer shall make documentation relating to such disposition available to Customer upon Customer's reasonable request. Manufacturer shall not sell for salvage or for any other purpose any rejected or Non-Complying Product, without the prior written approval of Customer. Manufacturer shall destroy all Non-Complying Product prior to disposal and Manufacturer shall deface and render unreadable all words or symbols that identify Customer, including Customer's trademarks and logotypes that adorn any packaging containing such Product, prior to disposal of such Product.

4.10 Maintenance and Retention of Records.

Manufacturer shall maintain detailed Records with respect to Product Materials, Buy-Sell Materials, and Customer-Supplied Materials usage and finished Product production in accordance with the Quality Agreement.

4.11 Government Inspections, Seizures and Recalls.

- (a) Notification; Initiation of Recalls. If (i) Manufacturer determines or comes to learn that a Product distributed to the market contains a latent defect or (ii) the FDA or any other Governmental Authority conducts an inspection at Manufacturer's Facility, seizes any Product, Buy-Sell Materials, Customer-Supplied Materials, or Product Materials, requests a Recall of

any Product, Buy-Sell Materials, Customer-Supplied Materials, or Product Materials, or otherwise notifies Manufacturer of any violation or potential violation of any applicable Law at the Facility, or (iii) Customer notifies Manufacturer of its intent to initiate a Recall, then, with respect to each ((i)-(iii)), Manufacturer shall promptly notify Customer (as applicable) and shall take such actions as may be required under the Specifications or Quality Agreement. As applicable, Manufacturer shall promptly send any reports relating to such inspections, Recalls, violations or potential violations of applicable Law to Customer; provided that Manufacturer may reasonably redact any such reports to protect its confidential and proprietary Information that does not relate to Products. In the event that any such Governmental Authority requests, but does not seize, a given Product in connection with any such inspection, Manufacturer shall, to the extent reasonably practicable and permitted by applicable Law (1) promptly notify Customer of such request, (2) satisfy such request only after receiving Customer's approval, (3) follow any reasonable procedures instructed by Customer in responding to such request and (4) promptly send any samples of the applicable Product requested by the Governmental Authority to Customer. Manufacturer shall give and permit full and unrestricted access to all or any of its premises at any time to any authorized representative of any Governmental Authority or any of its agents or advisers and shall cooperate fully with any such representatives, in each case, relating to any such inspection. Manufacturer shall not initiate any Recall of Product, except as provided in the Quality Agreement, without the prior written agreement by Customer.

- (b) Costs. In the event a Recall results from any breach by Manufacturer of this Agreement, including Recalls on account of a given Product containing a latent defect, in addition to any other rights or remedies available to Customer under this Agreement, Manufacturer shall reimburse Customer for Customer's costs and expenses associated with such Recall, including costs of materials supplied by Customer (including Customer-Supplied Materials), shipping costs, administrative costs associated with arranging and coordinating the Recall and all actual Third Party costs associated with the distribution of replacement Product; provided that Customer shall be solely responsible for all, and shall reimburse Manufacturer for Manufacturer's costs and expenses associated with any Recall to the extent such Recall does not result from a breach by Manufacturer of this Agreement (e.g., is due to any Non-Complying Customer-Supplied Material or Non-Complying Buy-Sell Material).

4.12 Inspections

Subject to the remainder of this Section 4.12, no more than once per calendar year, upon thirty (30) days' advance written notice to Manufacturer, Customer may physically inspect or audit (consistent with Section 15.2) the Facilities under this Section 4.12; provided that Customer will use good faith efforts to choose dates of

inspection or audit that do not unreasonably interfere with the operation of Manufacturer's business; provided, further, that Customer shall consider in good faith any alternative dates of inspection or audit proposed by Manufacturer within five (5) days of Manufacturer's receipt of such notice (it being understood that nothing in this Section 4.12 shall require Customer to accept any such proposed alternative dates of inspection or audit). Notwithstanding the limits set forth in the foregoing sentence, Customer may more frequently conduct "for cause" physical inspections or audits of a Facility with five (5) days' advance written notice to Manufacturer if Customer has reasonable cause to believe that an inspection or audit of such Facility is warranted because Manufacturer's activities with respect to such Facility are in breach of this Agreement, applicable Laws, the Quality Agreement or the applicable Facility Addendum. Any such inspection or audit shall include access to relevant Records (subject to the terms of Section 15.2) and Personnel and being present during, as applicable, start-up manufacturing operations, validation, cleaning, sampling, laboratory testing, warehouse receiving and storage, pack out and shipping. Manufacturer shall provide technical assistance and direction to Customer and its representatives at the Facility. Subject to the terms and conditions set forth herein, Customer may conduct, at its own expense, periodic quality audits, to ensure Manufacturer's compliance with the terms of this Agreement. Manufacturer shall cooperate with Customer's representatives for all of these purposes, and shall promptly correct any deficiencies noted during the audits. Any Records or information accessed or otherwise obtained by Customer or its representatives during any such inspection or audit or any visit at any Facility shall be deemed Manufacturer's confidential and proprietary Information and each representative of Customer will be subject to non-use and other confidentiality obligations substantially comparable to those set forth herein for Customer.

4.13 Segregation of Restricted Compounds.

Unless otherwise set forth in a Facility Addendum with respect to a Product, Manufacturer shall not manufacture a Product using facilities or equipment shared with the following classes of product without prior consultation and agreement with Customer: (a) steroids, hormones, or otherwise highly active or toxic products that carry a likelihood of a serious adverse effect (e.g., carcinogenicity; anaphylaxis; reproductive and/or developmental toxicity; serious target organ toxicity) following a potential product cross-contamination or carry-over scenario, particularly at low exposure concentrations (i.e., with reference to an acceptable daily exposure (ADE) value or permitted daily exposure (PDE) value < 10 µg/day); (b) immunosuppressors where the ADE or PDE value < 10 µg/day; (c) live or infectious biological agents; (d) live or attenuated vaccines; (e) biotherapeutics where the ADE or PDE value < 10 µg/day and sufficient deactivation cannot be demonstrated; (f) products exclusive for animal use; (g) non-medicinal products; or (h) radiopharmaceuticals. Manufacturer shall not manufacture any highly sensitizing products, including beta-lactam antibiotics, as well as certain non-beta-lactam antibiotics, or otherwise highly sensitizing products that can elicit an immediate hypersensitivity reaction (Type I hypersensitivity; immunoglobulin E-mediated) in the same Facility as a Product.

4.14 Packaging Material.

Unless otherwise provided in the applicable Facility Addendum, Customer shall determine and be responsible for the text (including any logos or other graphics) for all packaging material used in connection with Product. Manufacturer shall assure that all packaging materials are accurate and consistent with Customer's specifications for such text or graphics, including such matters as placement, size and colors. Manufacturer shall promptly notify Customer of any errors or deficiencies in such provided packaging materials.

5. Covenants.

5.1 Mutual Covenants. Each Party hereby covenants to the other Party that it will perform its activities under this Agreement in full compliance with all applicable Global Trade Control Laws, including as follows:

- (a) unless a license or other authorization is first obtained, the issuance of which is not guaranteed, neither Party will knowingly transfer to the other Party any goods, software, technology or services that are (1) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (2) controlled under the U.S. International Traffic in Arms Regulations; (3) specifically identified as an E.U. Dual Use Item; or (4) on an applicable export control list of a foreign country;
- (b) prior to engaging in any activities in a Restricted Market, involving individuals ordinarily resident in a Restricted Market or including companies, organizations, or Governmental Authorities from or located in a Restricted Market in each case in connection with this Agreement, each Party must first notify the other Party (which notice, notwithstanding Section 18, shall be addressed to (a) Pluto at gtc@pfizer.com and (b) Spinco at an email address designated by Spinco to Pluto), who will review and, if compliant with Global Trade Control Laws, approve (subject to any appropriate conditions) such activities (such approval not to be unreasonably withheld or delayed), within five (5) Business Days of such notification; provided that (1) to the extent relating to U.S. sanctions or export controls, such notification and approval shall not be required if the activity contemplated would be permissible for U.S. persons subject to U.S. sanctions (including without limitation under a U.S. Department of the Treasury Office of Foreign Assets Control general license), and (2) once notification is made and approval is granted with respect to a specific counterparty in a Restricted Market, further notification and approval will not be required for future transactions or activities with the same counterparty (unless there is a change in circumstances, processes or intermediate parties, including, but not limited to, carriers, or otherwise a change to Global Trade Control Laws relevant to that Restricted Market or counterparty); provided that, notwithstanding the foregoing, neither Party shall undertake any of the activities described in this clause (2) without the prior written approval of the other Party; and

- (c) notwithstanding anything set forth in Section 4.14 to the contrary, for the purposes of any and all packaging and shipping of any goods, software, technology or services pursuant to the activities contemplated under this Agreement, Manufacturer will determine:
- (i) a classification under relevant import and export laws;
 - (ii) the country of origin; and
 - (iii) a value for customs;
- provided, however, that the Party acting as the importer of record (IOR) or exporter of record (EOR) shall have the right to request a review of any determination contemplated by clause (i), (ii) or (iii) above; provided, further, that if the IOR or EOR (as applicable) disagrees with such determination, then such Party shall maintain the right to refuse to export or import the applicable goods, software, technology or services.

5.2 Manufacturer Covenants. Manufacturer hereby covenants to Customer that:

- (a) The Facility and all equipment, tooling and molds utilized in the manufacture and supply of Product hereunder by or on behalf of Manufacturer shall, during the Term of this Agreement, be maintained in good operating condition and shall be maintained and operated in accordance with all applicable Laws. The manufacturing and storage operations, procedures and processes utilized in manufacture and supply of Product hereunder (including the Facility) shall be in full compliance with all applicable Laws, including cGMP and health and safety laws.
- (b) Manufacturer shall perform all of its obligations under this Agreement in compliance with the applicable Laws in the Territory. Manufacturer is in compliance and shall continue to comply, and shall cause its Personnel to comply, with all applicable Laws, including Laws requiring Serialization; provided that, with respect to compliance with Laws requiring Serialization, Customer shall reimburse Manufacturer for all investments made or costs incurred by Manufacturer in connection with any Serialization requirements specific to a given Product or Products (which, for clarity, shall not include Serialization requirements applicable to both Products and other products produced by Manufacturer in the Facility), but only to the extent such costs are reasonable and documented and are directed specifically with respect to a Product or Products. Manufacturer has and shall continue to have, and shall cause its Personnel to have, all professional licenses, consents, authorizations, permits, and certificates, and shall have and shall cause its Personnel to have completed all registrations and made such notifications as required by applicable Law for its performance of the services under this Agreement.

- (c) Manufacturer shall hold during the Term of this Agreement all licenses, permits and similar authorizations required by any Governmental Authority in the Territory for Manufacturer to perform its obligations under this Agreement.
- (d) Manufacturer shall have good title to all Product supplied to Customer pursuant to this Agreement and shall pass such title to Customer (or its designee) free and clear of any security interests, liens, or other encumbrances.
- (e) Products furnished by Manufacturer to Customer under this Agreement:
 - (i) shall be manufactured, packaged, labeled, handled, stored and Delivered in accordance with, shall be of the quality specified in, and shall conform upon Delivery to Customer (or its designee) to, the Specifications;
 - (ii) shall be manufactured, packaged, labeled, handled, stored and Delivered in compliance with all applicable Laws including, without limitation, cGMPs, and in accordance with the Quality Agreement, this Agreement and the applicable Facility Addendum;
 - (iii) shall not contain any Product Material that has not been used, handled or stored by or on behalf of Manufacturer in accordance with the Specifications, all applicable Laws, the Quality Agreement, this Agreement and the applicable Facility Addendum;
 - (iv) shall not be adulterated or misbranded within the meaning of Sections 501 and 502, respectively, of the Act or any other applicable Law; and
 - (v) shall, at the time Delivered, have at least a remaining shelf-life as specified in the applicable Facility Addendum.

Notwithstanding the foregoing clauses (i) through (v) of this Section 5.2(e) or anything else contained in this Agreement or any Facility Addendum or Quality Agreement, Manufacturer shall have no liability under this Agreement (including under Section 4.11(b) or Section 10.1) or any Facility Addendum or Quality Agreement for any Non-Complying Product which is non-complying due to any Non-Complying Customer-Supplied Materials or Non-Complying Buy-Sell Materials.

- (f) Manufacturer has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value or improperly or corruptly seek to influence any Government Official or any other Person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. Manufacturer will comply with the Anti-Bribery and Anti-Corruption Principles set forth in Attachment D.
- (g) Manufacturer shall ensure that it and its Personnel comply with the standard policies, regulations and directives listed on Attachment E and incorporated herein.

5.3 Manufacturer's Social Responsibility.

- (a) Manufacturer covenants that it shall not, during the Term of this Agreement (i) use involuntary or underage labor (defined in accordance with applicable Laws) at the Facilities where its performance under this Agreement will occur or (ii) maintain unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees. Manufacturer agrees that during the Term of this Agreement, it shall promptly correct unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees.
- (b) Manufacturer covenants that it will perform its obligations under this Agreement in a manner consistent with all of the Pharmaceutical Industry Principles for Responsible Supply Chain Management, as codified as of the Effective Date at <http://www.pharmaceuticalsupplychain.org>.
- (c) Manufacturer shall not use, and shall not allow to be used, any (i) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten that originated in the Democratic Republic of Congo or an adjoining country or (ii) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13(p) of the Securities Exchange Act of 1934 ((i)-(ii) collectively, "Conflict Minerals"), in the production of any Product. Notwithstanding the foregoing, if Manufacturer uses, or determines that it has used, a Conflict Mineral in the production of any Product, Manufacturer shall immediately notify Customer, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the applicable Product (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Manufacturer must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.
- (d) Manufacturer will provide Customer with periodic access, upon reasonable notice, to any of its Facilities where it is performing under this Agreement, to its employees and Records and to any associated dormitories or lodging that Manufacturer provides to its employees, to permit Customer to determine Manufacturer's compliance with this Section 5.3. Customer may exercise its inspection rights under this Section 5.3(d) upon receipt of any information that would suggest to a reasonable Person that Manufacturer is not fulfilling its obligations under this Section 5.3.

5.4 Notice of Material Events.

Manufacturer will promptly notify Customer of any actual or anticipated events of which Manufacturer is aware that have or would be reasonably expected to have a material effect on any Product or on its ability to manufacture or supply any Product in accordance with the provisions set forth herein, including any labor difficulties, strikes, shortages in materials, plant closings, interruptions in activity and the like.

5.5 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES NOR RECEIVES ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY FIRMWARE, SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Covenants.

6.1 Compliance with Environmental Laws.

- (a) Manufacturer shall perform all of its obligations herein in compliance with all Environmental Laws and all licenses, registrations, notifications, certificates, approvals, authorizations or permits required under Environmental Laws.
- (b) Manufacturer shall be solely responsible for all Environmental Liabilities arising from its performance of this Agreement.

6.2 Permits, Licenses and Authorization.

- (a) Manufacturer shall be solely responsible for obtaining, and shall obtain in a timely manner, and maintain in good standing, all licenses, registrations, notifications, certificates, approvals, authorizations or permits required under Environmental Laws, whether *de novo* documents or modifications to existing documents, which are necessary to perform the services hereunder, and shall bear all costs and expenses associated therewith.
- (b) Manufacturer shall provide copies of all material items referenced in Section 6.2(a) to Customer upon request by Customer and shall operate in compliance therewith.

- (c) Manufacturer shall provide Customer with reasonably prompt verbal notice, confirmed in writing within twenty-four (24) hours, in the event of any major incident, which shall include any event, occurrence, or circumstance, including any governmental or private action, which materially impacts or could materially impact Manufacturer's ability to fulfill its obligations under this Agreement. These include, but are not limited to: (i) material revocation or modification of any of the documents described in Section 6.2(a), (ii) any action by Governmental Authorities that may reasonably lead to the material revocation or modification of Manufacturer's required permits, licenses, or authorizations, as listed above, (iii) any Third Party Claim against the management or ownership of the Facility that could reasonably materially impact Manufacturer's obligations under this Agreement, (iv) any fire, explosion, significant accident, or catastrophic Release of Hazardous Materials, or significant "near miss" incident, (v) any significant non-compliance with Environmental Laws and (vi) any environmental condition or operating practice that may reasonably be believed to present a significant threat to human health, safety or the environment.
- (d) Notwithstanding the requirements noted above, each Party, whether Customer or Manufacturer, is required to create and maintain:
 - (i) required licenses, permits and agreements, including those necessary to affect imports, exports, and activities covered by economic sanctions regulations, including annual agreements for activities involving Restricted Markets;
 - (ii) policies, procedures, controls, and systems to support compliance with Global Trade Control Laws; and
 - (iii) agreements with Customs Brokers, freight forwarders, financial institutions, and other third parties, as necessary.

6.3 Generation of Hazardous Wastes.

Without limiting other legally applicable requirements, Manufacturer shall prepare, execute and maintain, as the generator of Waste, all registrations, notices, shipping documents and manifests required under applicable Environmental Laws and in accordance therewith. Manufacturer shall utilize only reputable and lawful Waste transportation and disposal vendors, and shall not knowingly utilize any such vendor whose operations endanger human health or the environment.

6.4 Environmental Sustainability Information.

Manufacturer will disclose to Customer, on an annual basis, its results with respect to any efforts to reduce greenhouse gas emissions, water consumption or the generation of waste associated with the performance of this Agreement, to the extent Manufacturer otherwise prepares such results.

6.5 Environmental and Health and Safety Reviews.

- (a) Manufacturer covenants that it will, to the Manufacturer's knowledge, completely and accurately disclose to Customer all material environmental and health and safety information regarding its Products (including an obligation to supplement this information, as necessary) during the Term of this Agreement, as reasonably requested by Customer.
- (b) Manufacturer shall permit Customer (at Customer's expense) to conduct reasonable annual reviews of the environmental and health and safety practices and performance of the Facilities with respect to the Products where Manufacturer's performance under this Agreement is occurring; provided that such review shall not include any invasive sampling at such Facilities and shall not unreasonably interfere with Manufacturer's operation of such Facilities. In connection with such reviews, Manufacturer shall reasonably assist in the completion of an environmental health and safety survey of Manufacturer or the scheduling of an environmental health and safety audit of the Facility, as applicable, in each case with respect to the Products. Customer shall share its findings (including any deficiencies) with Manufacturer as soon as practicable, Manufacturer shall have the sole right to report any such deficiencies to third parties and Manufacturer shall use commercially reasonable efforts to correct, at no expense to Customer, such deficiencies in its environmental and health and safety management practices with respect to the Products that are not in compliance with applicable Law or create significant risk to human health or the environment. Manufacturer acknowledges that such reviews conducted by Customer are for the benefit of Customer only; they are not a substitute for Manufacturer's own environmental and health and safety management obligations under this Agreement and accordingly, Manufacturer may not rely upon them.

7. Term; Termination.

7.1 Term of Agreement.

Unless otherwise provided in the applicable Facility Addendum, this Agreement (a) shall commence on the Effective Date and shall continue for a period of four (4) years from such date (the "Initial Term" of this Agreement), unless sooner terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7, and (b) may be extended for up to three (3) additional periods of twelve (12) months (each, an "Extension Period") by written notice given by Customer to Manufacturer not less than twelve (12) months prior to the expiration of the Initial Term or the applicable Extension Period, as the case may be. The Initial Term and all Extension Periods shall be referred to collectively as the "Term" of this Agreement. For the avoidance of doubt, the Term of this Agreement shall continue until all Facility Addenda hereunder expire or otherwise terminate, unless this Agreement or such Facility Addenda are sooner terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7.

7.2 Term of Facility Addendum.

Unless otherwise provided in the applicable Facility Addendum, each Facility Addendum shall commence on the Effective Date and shall continue for a period of four (4) years from such date (the “Initial Term” of the Facility Addendum), unless extended or terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7. A Facility Addendum may be extended for up to three (3) additional periods of twelve (12) months (each, an “Extension Period”) by written notice given by Customer to Manufacturer not less than twelve (12) months prior to the expiration of the Initial Term or the applicable Extension Period, as the case may be. The Initial Term and all Extension Periods shall be referred to collectively as the “Term” of the Facility Addendum.

7.3 Termination for Cause.

- (a) Either Party may terminate this Agreement and the applicable Facility Addendum, on a Product-by-Product basis, with respect to a particular Product, upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement or Facility Addendum with respect to such Product, which breach remains uncured for ninety (90) calendar days following written notice to such breaching Party of such material breach.
- (b) Either Party may terminate this Agreement and the applicable Facility Addendum, on a Facility Addendum-by-Facility Addendum basis, with respect to a particular Facility, upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement or Facility Addendum with respect to such Facility, which breach remains uncured for ninety (90) calendar days following written notice to such breaching Party of such material breach.
- (c) For clarity, in the event that multiple Products are manufactured by or on behalf of Manufacturer under this Agreement in the same Facility, a material breach by Manufacturer of this Agreement or Facility Addendum that is an act or omission specific to one or more Products in a Facility, but not all Products in such Facility, shall give rise to an ability of Customer to terminate this Agreement solely with respect to the affected Product(s) under Section 7.3(a) but shall not give rise to an ability of Customer to terminate the relevant Facility Addendum under Section 7.3(b).

7.4 Termination for Disposition of Facility.

In the event that Manufacturer or any of its Affiliates, directly or indirectly, sells, assigns, leases, conveys, transfers or otherwise disposes of any Facility (a “Facility Disposition”), then Manufacturer shall immediately notify Customer of such event and Customer shall be entitled for a period of six (6) months after the receipt of such notice to terminate any Facility Addendum with respect to such Facility for

cause immediately upon written notice to Manufacturer and, in the event Customer decides not to terminate the Facility Addendum for cause, Customer shall be entitled for a period of two (2) years (or such longer period in order to obtain approval for manufacture from all applicable Governmental Authorities) after receipt of such notice to receive Technical Support at Manufacturer's sole cost to enable Customer to orderly transfer production of affected Product or Products to a Customer facility or an alternative facility as designated by Customer; provided that Manufacturer shall notify Customer of any proposed or planned Facility Disposition by Manufacturer or any of its Affiliates as soon as reasonably practicable and in any event no later than the date that is three (3) months prior to the effective date of such Facility Disposition.

7.5 Termination in Event of Insolvency.

In the event that a Party hereto (a) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt, (b) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors, (c) is dissolved or liquidated or (d) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency (in the case of clauses (a)–(d), such Party shall be referred to as the “Insolvent Party”), then the Insolvent Party shall immediately notify the other Party of such event and such other Party shall be entitled to (i) terminate this Agreement or any and all Facility Addenda for cause immediately upon written notice to the Insolvent Party or (ii) request that the Insolvent Party or its successor provide adequate assurances of continued and future performance in form and substance acceptable to such other Party, which shall be provided by the Insolvent Party within ten (10) calendar days of such request, and the other Party may terminate this Agreement and any or all Facility Addenda for cause immediately upon written notice to the Insolvent Party in the event that the Insolvent Party fails to provide such assurances acceptable to the other Party within such ten (10) day period.

7.6 Termination for Breach of Anti-Bribery Representation.

Customer may terminate this Agreement and any and all Facility Addenda effective immediately upon notice to Manufacturer, if Manufacturer (a) breaches any of the representations and warranties set forth in Section 5.2(f) or (b) Customer learns (i) that improper payments are being or have been made or offered to any Government Official or any other Person by Manufacturer or those acting on behalf of Manufacturer with respect to any obligations performed hereunder or (ii) that Manufacturer or those acting on behalf of Manufacturer with respect to the performance of any obligations hereunder has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other Person or entity. Further, in the event of such termination, Manufacturer shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional Third Parties entered into by Manufacturer prior to such termination, and Manufacturer shall be liable for damages or remedies as provided by this Agreement, at Law or in equity.

7.7 Termination for Convenience by Customer.

- (a) This Agreement and/or any or all Facility Addendum (unless otherwise specified in the applicable Facility Addendum) may be terminated on a Product-by-Product basis by Customer immediately upon written notice to Manufacturer, if Customer cannot continue to distribute, use, market or sell such Product supplied under this Agreement or the relevant Facility Addendum without violating any then-current Laws.
- (b) This Agreement and/or any or all Facility Addenda shall be deemed to be terminated by Customer on a Product-by-Product basis without any further action of either Customer or Manufacturer in the event that Customer fails to order a Product during any rolling eighteen (18) month period; provided that this subsection (b) shall not apply with respect to API as Product.

7.8 Effect of Termination or Expiration.

- (a) The termination or expiration of this Agreement (whether in its entirety or with respect to any Product or Facility) or any Facility Addendum for any reason shall not release any Party hereto of any liability which at the time of termination or expiration had already accrued to the other Party in respect to any act or omission prior thereto.
- (b) Upon termination of this Agreement by Customer in whole or in part or upon the termination of any Facility Addendum, in each case, pursuant to Section 7.3, 7.4, 7.5 or 7.6, and on a terminated-Product-by-terminated-Product basis, at Customer's option and pursuant to Customer's instructions, Manufacturer shall provide Customer with sufficient inventory of such terminated Product to ensure business continuity according to then-current terms and pricing (subject to Section 3) until the earlier of:
 - (i) Customer's identification of, and securing of Regulatory Approval for, another supplier of such terminated Product or
 - (ii) unless otherwise set forth in the applicable Facility Addendum as the "Inventory Tail Period" for such Product, a time period that reflects Customer's reasonable needs of such Product as mutually agreed upon by the Parties in good faith. Manufacturer shall take such further action, at Manufacturer's expense, that Customer may reasonably request to minimize delay and expense arising from termination or expiration of this Agreement. For the avoidance of doubt, Manufacturer's obligation to supply Product pursuant to this Section 7.8(b) shall be subject to and governed by the terms of this Agreement, including terms pertaining to Forecasts and Purchase Orders and payment terms.

- (c) Upon Customer's request at any time during the Term, Manufacturer shall promptly notify Customer of any material contracts, licenses, permits, and other material documents, in each case, that are specific to, and are used solely in connection with, a Product or Facility Addendum and provide copies or access thereto subject to any restrictions on the provision of copies or access. Upon termination or expiration of this Agreement in whole or in part or any Facility Addendum, if requested by Customer within ninety (90) days immediately following the effective date of such expiration or termination of this Agreement and pursuant to Customer's reasonable request and instructions, Manufacturer shall use commercially reasonable efforts to, as applicable, make assignments or partial assignments of such material contracts, licenses, permits, and other material documents, as applicable, in each case subject to any restrictions on assignment, or as may otherwise be set forth in any Contract relating thereto. Customer shall reimburse Manufacturer for all out-of-pocket costs reasonably incurred by Manufacturer in activities conducted pursuant to this Section 7.8(c), unless this Agreement has been terminated by Customer pursuant to Section 7.3, 7.4, 7.5 or 7.6, in which case Manufacturer shall bear all such reasonable expenses.
- (d) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Section 2.10 (Transitional Support) (with respect to Manufacturer's obligations and to the extent Technical Support has been requested prior to, or within ninety (90) days following, the effective date of termination or expiration), Section 3.5 (Invoices and Payment), Sections 4.1, 4.5, 4.6, 4.8, 4.10, 4.11, 4.12 and 4.13 (Manufacturing Standards and Quality Assurance), Section 5 (Covenants), Section 6 (Environmental Covenants), Section 7.8 (Effect of Termination or Expiration), Section 7.9 (Unused Materials), Section 7.10 (Return of Materials, Tools and Equipment), Section 8 (Intellectual Property), Section 10 (Indemnification; Limitations of Liability), Section 11 (Insurance), Section 13 (Confidentiality), Section 15 (Records and Audits), Section 17 (Notices), Section 18 (Miscellaneous), or of any other provision which is expressly intended to continue in force after such termination or expiration.

7.9 Unused Materials.

In the event of the expiration of this Agreement or termination of this Agreement in whole or in part (including the termination of any Facility Addendum) by Customer in accordance with Section 7.3, 7.4, 7.5 or 7.6, Customer may, at its option within ninety (90) days immediately following the effective date of the expiration or termination of this Agreement, purchase any work in process and/or Product Materials that Manufacturer has purchased exclusively for Customer in accordance with this Agreement for the production of any terminated Product. Customer shall pay Manufacturer's direct cost for works in process, and Manufacturer's purchase price from its suppliers for Product Materials. In the event of the termination of this Agreement by Customer in accordance with Section 7.7 or the termination of this Agreement by Manufacturer in accordance with Section 7.3, 7.4, 7.5 or 7.6, Customer shall purchase at cost all Product Materials purchased

in accordance with Customer's Purchase Orders and on reasonable reliance upon Customer's Forecast; provided that Manufacturer uses its reasonable commercial efforts to exhaust existing stocks of such Product Materials prior to the date of termination. In the event of the termination or expiration of this Agreement for any other reason, Customer shall have no obligation to purchase any Product Materials. Any Product Materials that are not purchased or required to be purchased by Customer pursuant to this Section 7.9 shall be disposed of or destroyed in accordance with Customer's instructions, which costs shall be borne by Manufacturer.

7.10 Return of Materials, Tools and Equipment.

- (a) Upon termination or expiration of this Agreement in whole or in part or, with respect to any Product, Facility or any Facility Addendum for any reason whatsoever, at Customer's request, Manufacturer shall, as promptly as practicable given relevant circumstances, deliver to Customer in accordance with Customer's reasonable instructions all Specifications (and copies thereof), artwork, labels, bottles, all premiums and packaging materials purchased by Customer and all Product Materials, Buy-Sell Materials, Customer-Supplied Materials, and equipment, molds, tablet press tooling or proprietary materials in Manufacturer's possession and control that during the Term had, pursuant to this Agreement or a Facility Addendum, either (i) been provided by Customer to Manufacturer, or (ii) purchased by Manufacturer (and reimbursed by Customer), in each case, that are used and held for use exclusively for the manufacture for Customer of Product or Products impacted by such termination or expiration; provided that Manufacturer shall not be so required to deliver any materials, tools or equipment that are fixtures or fittings or any items the removal of which from the Facility using good faith diligent efforts would be reasonably likely to disrupt in any material respect, or cause damage to, the Facility or its operations or any materials, tools or equipment owned, leased or otherwise controlled by Manufacturer or any of its Affiliates or any material expense. At Customer's request, Manufacturer shall, as promptly as reasonably practicable given relevant circumstances and in accordance with Customer's reasonable instructions, remove all such equipment, molds and tablet press tooling from the Facility and make such equipment, molds and tooling available for pickup at the Facility by a carrier designated by Customer. All delivery, removal and transportation costs reasonably incurred in connection with this Section 7.10(a) shall be borne by Customer, except in the event Customer terminates this Agreement pursuant to Section 7.3, 7.4, 7.5 or 7.6, in which case all such reasonable costs shall be borne by Manufacturer.

- (b) Any Product quarantined at the time of expiration or termination of this Agreement shall be disposed of or destroyed by Manufacturer in accordance with Customer's instructions and at Customer's cost; provided that, to the extent (i) such quarantine is the result of Manufacturer's gross negligence, fraud, willful misconduct or breach of this Agreement or (ii) this Agreement is terminated in whole or in part with respect to such Product (including the termination of the applicable Facility Addendum) by Customer in accordance with Section 7.3, 7.4, 7.5 or 7.6, then Manufacturer shall be responsible for all costs incurred by Manufacturer in connection with disposing and destroying such quarantined Product.

8. Intellectual Property.

8.1 Customer's Intellectual Property.

Customer hereby grants to Manufacturer a non-exclusive license during the Term to use any Customer Property and Customer-Owned Improvements and Developments solely in connection with Manufacturer performing its obligations under this Agreement or the Facility Addendum in accordance with the terms hereof or thereof, as applicable. Manufacturer shall not acquire any other right, title or interest in or to the Customer Property or Customer-Owned Improvements and Developments as a result of its performance hereunder, and any and all goodwill arising from Manufacturer's use of any Customer Property or Customer-Owned Improvements and Developments shall inure to the sole and exclusive benefit of Customer.

8.2 Improvements and Developments.

- (a) Each Party acknowledges and agrees that improvements or modifications to Customer Property may be made by or on behalf of Manufacturer ("Improvements"), and creative ideas, proprietary information, developments, or inventions may be developed under or in connection with this Agreement by or on behalf of Manufacturer ("Developments"), in each case either alone or in concert with Customer or Third Parties.
- (b) Manufacturer acknowledges and agrees that, as between the Parties, any Improvements or Developments that are specific to and otherwise solely relate to, the manufacturing, processing or packaging of Products (such Improvements and Developments, collectively, "Customer-Owned Improvements and Developments") shall be the exclusive property of Customer, and Customer shall own all rights, title and interest in and to such Customer-Owned Improvements and Developments. Manufacturer agrees to and hereby does irrevocably transfer, assign and convey, and shall cause its Personnel to irrevocably transfer, assign and convey, all rights, title and interest in and to each of the Customer-Owned Improvements and Developments to Customer free and clear of any encumbrances, and Manufacturer agrees to execute, and shall cause its subcontractors and Personnel to execute, all documents necessary to do so. All such assignments shall include existing or prospective Intellectual Property rights therein in any country.

- (c) Customer acknowledges and agrees that, as between the Parties, all Improvements and Developments made by or on behalf of Manufacturer in the conduct of activities under this Agreement or a Facility Addendum other than Customer-Owned Improvements and Developments (such Improvements and Developments, collectively, "Manufacturer-Owned Improvements and Developments") shall be the exclusive property of Manufacturer, and Manufacturer shall own all rights, title and interest in and to such Manufacturer-Owned Improvements and Developments. Customer agrees to and hereby does irrevocably transfer, assign and convey, and shall cause its Personnel to irrevocably transfer, assign and convey, all rights, title and interest in and to each of the Manufacturer-Owned Improvements and Developments to Manufacturer free and clear of any encumbrances, and Customer agrees to execute, and shall cause its Personnel and subcontractors to execute, all documents necessary to do so. All such assignments shall include existing or prospective Intellectual Property rights therein in any country.

8.3 Ownership of Other Property.

Unless otherwise agreed by the Parties or specified in the Separation Agreement, Customer is the sole owner of any and all tools, specifications, blueprints and designs directly owned and supplied or paid for by Customer (i.e., not any materials that are included in the Price of Product), and Manufacturer shall not use, transfer, loan or publicize any of the above, except as necessary for its performance under this Agreement.

8.4 Limited Right to Use.

Subject to the provisions of Section 8.1, nothing set forth in this Agreement shall be construed to grant to Manufacturer any title, right or interest in or to any Intellectual Property controlled by Customer or any of its Affiliates. Use by Manufacturer of any such Intellectual Property shall be limited exclusively to its performance of this Agreement.

9. Joint Advisory Committee.

9.1 Formation and Role.

The Parties shall, as soon as practicable but not later than within ninety (90) days after the Effective Date, form a joint advisory committee (the "Joint Advisory Committee" or "JAC"). The JAC will provide a forum for the good faith discussion of major matters related to this Agreement, including in particular (but not limited to) matters of commercial performance, supply, overall performance, capital investment and business planning (strategy and management), and the transition to Customer-Supplied Materials arrangements contemplated by Section 12.1(f), but also any other items, matters or activities, including with respect to any Facility.

9.2 Membership; Chairs.

- (a) Membership. The JAC shall consist of up to five (5) representatives appointed by each Party in writing, or such other number of representatives as the Parties may agree in writing from time to time (each, a “JAC Member”). Either Party may invite any person that is not a JAC Member (including consultants and advisors of a Party) to participate in meetings of the JAC, without a right to participate in the discussions of the JAC, so long as (i) such person is under an appropriate obligation of confidentiality, (ii) the inviting Party provided at least three (3) Business Days’ prior notice to the other Party identifying such person and (iii) the non-inviting Party does not reasonably object to such person participating in the discussions of the JAC prior to such meeting.
- (b) JAC Chairs. The JAC shall be co-chaired by one JAC Member of each Party (each, a “JAC Chair”), to be elected by the respective Party when naming its JAC Members. The JAC Chairs shall cooperate in good faith to: (i) notify the JAC Members of each Party of each JAC Meeting, which notice shall be provided at least thirty (30) calendar days in advance of such meeting (to the extent practicable) with respect to the ordinary quarterly JAC Meetings; (ii) collect and organize agenda items for each JAC Meeting, and circulate such agenda to all JAC Members at least two (2) Business Days prior to each meeting date; provided, however, that any JAC Member shall be free to propose additional topics to be included on such agenda, either prior to or in the course of any JAC Meeting; (iii) preside at JAC Meetings; and (iv) prepare the written minutes of each JAC Meeting and circulate such minutes for review and approval by the JAC Members of each Party, and identify action items to be carried out.

9.3 Meetings.

- (a) Ordinary JAC Meetings. During the Term of this Agreement, the JAC shall meet on a quarterly basis or as otherwise determined in writing by the Parties, and such meetings may be conducted in person, by videoconference or by telephone conference (each such meeting, a “JAC Meeting”). In-person meetings of the JAC will alternate between appropriate venues of each Party, as reasonably determined by the Parties. The Parties shall each bear all expenses of their respective representatives relating to their participation on the JAC. The members of the JAC also may convene or be polled or consulted from time to time by means of telecommunications, video or telephone conferences, electronic mail or correspondence, as deemed necessary or appropriate.
- (b) Additional JAC Meetings. Either Party may call an additional meeting of the JAC at any time upon twenty (20) Business Days’ prior written notice if such Party reasonably determines that there is a need for discussions at the level of a JAC Meeting on top of the ordinary quarterly JAC Meetings, and reasonably specifies such grounds in its notice to the other Party.

- (c) **Provision of Information.** Upon the request of the JAC Chairs or at least four (4) members of the JAC, each Party will provide written materials and information relating to matters within the purview of the JAC in advance of a JAC Meeting. In addition, the JAC shall be informed by each Party in good faith about any matters or issues within the purview of the JAC which a Party should reasonably deem to be of high importance for the other Party.

9.4 Areas of Responsibility.

Subject to the terms of this Agreement, the JAC shall act as a forum to discuss in good faith in particular the following major items, matters and areas of interest:

- (a) Oversee, review and coordinate the activities of the Parties under this Agreement;
- (b) Each Facility's overall performance under this Agreement; and
- (c) Any other major matters, roles, obligations and responsibilities under this Agreement, to the extent any Party reasonably provides such matter to the JAC for discussion.

9.5 Advisory Role; No Decision-Making Authority.

- (a) **Advisory Role.** The JAC and its members shall only have an advisory role and shall discuss in good faith and provide to the Parties its opinion on the matters in its purview. The Parties agree to reasonably take into account the opinions and views expressed by the JAC and its members for performing their respective obligations under this Agreement.
- (b) **No Decision-Making Authority.** The JAC shall have no decision-making authority over the matters in its purview unless the Parties mutually decide in writing to delegate the decision-making authority on such specific item or matter to the JAC. Moreover, it shall not be within the authority of the JAC to (i) directly impose on either Party or its Affiliates any additional obligation(s) or a resolution on the Parties with respect to any dispute regarding the existence or extent/amount of any obligation, including payments obligations, under this Agreement, or to (ii) amend, modify or waive compliance with this Agreement.

10. Indemnification; Limitations of Liability.

10.1 Indemnification of Customer.

- (a) Subject to the provisions of this Section 10 and, for clarity, without limiting anything in the Separation Agreement or any other Ancillary Agreements, Manufacturer shall indemnify, defend and hold harmless Customer, its Affiliates and its and their respective directors, officers, managers, members, employees and agents, and each of the heirs, executors,

successors and assigns of any of the foregoing (each, a “Customer Indemnified Party”) from and against any and all Losses of such Customer Indemnified Parties to the extent relating to, arising out of or resulting from any Action of a Third Party arising out of or resulting from any of the following items (without duplication): (i) any breach by Manufacturer or its Personnel of this Agreement or any Facility Addendum; (ii) any injury or death of any Person due to any breach by Manufacturer or its Personnel of this Agreement or any Facility Addendum; (iii) the infringement or misappropriation of a Third Party’s Intellectual Property by the use or practice by Manufacturer or its Affiliate of any Product manufacturing process that has been changed (including as to the facility in which such manufacturing process takes place) on or following the Effective Date without the written approval of Customer to make such change; (iv) Manufacturer’s supply of Non-Complying Product under this Agreement; or (v) the gross negligence, fraud or willful misconduct of Manufacturer or its Personnel in connection with the performance or non-performance of this Agreement.

- (b) Notwithstanding the foregoing, Manufacturer shall not be liable for Losses described in Section 10.1(a) to the extent such Losses are: (i) caused by the gross negligence, fraud or willful misconduct of a Customer Indemnified Party in connection with the performance or non-performance of this Agreement; (ii) caused by the breach of any of the terms of this Agreement or a Facility Addendum by a Customer Indemnified Party, including in connection with the performance or non-performance of this Agreement or (iii) subject to Customer’s indemnification obligations pursuant to Section 10.2.

10.2 Indemnification of Manufacturer.

- (a) Subject to the provisions of this Section 10 and, for clarity, without limiting anything in the Separation Agreement or any Ancillary Agreements, Customer shall indemnify, defend and hold harmless Manufacturer, its Affiliates and its and their respective directors, officers, managers, members, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (each, a “Manufacturer Indemnified Party”) from and against any and all Losses of such Manufacturer Indemnified Parties to the extent relating to, arising out of or resulting from any Action of a Third Party arising out of or resulting from any of the following items (without duplication): (i) any breach by Customer or its Personnel of this Agreement or any Facility Addendum; (ii) the gross negligence, fraud or willful misconduct of Customer or its Personnel in connection with the performance or non-performance of this Agreement; (iii) the infringement or misappropriation of a Third Party’s Intellectual Property by the use or practice by Manufacturer or its Affiliate in performance of this Agreement of any Product manufacturing process that has been changed with the written approval of Customer to make such change; (iv) Customer’s supply of Non-Complying Customer-Supplied Materials or Non-Complying Buy-Sell Materials under this Agreement; or (v) the use, sale, offer for sale, import or other commercialization of any Product (including any injury or death of any Person due to any of the foregoing in this clause (v)).

- (b) Notwithstanding the foregoing, Customer shall not be liable for Losses described in Section 10.2(a) to the extent such Losses are: (i) caused by the gross negligence, fraud or willful misconduct of a Manufacturer Indemnified Party in connection with the performance or non-performance of this Agreement; (ii) caused by the breach of any of the terms of this Agreement or any Facility Addendum by a Manufacturer Indemnified Party or (iii) are subject to Manufacturer's indemnification obligation pursuant to Section 10.1. Furthermore, Customer shall not be liable for Losses pursuant to Section 10.2(a)(iii) above to the extent such infringement or misappropriation is caused by Manufacturer's unauthorized use or unauthorized modification of any Customer Property, Customer-Owned Improvements and Developments, Buy-Sell Materials or Customer-Supplied Materials.

10.3 Indemnification Procedures.

- (a) If, at or following the date of this Agreement, any Person entitled to be indemnified under this Section 10 (the "Indemnitee") shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Pluto Group or the Spinco Group of any claim or of the commencement by any such Person of any Action with respect to which the Party from whom indemnification may be sought under this Section 10 (the "Indemnifying Party") (such claim, a "Third-Party Claim"), such Indemnitee shall give such Indemnifying Party written notice thereof as promptly as practicable, but in any event within thirty (30) days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of any Indemnitee to provide notice as provided in this Section 10.3(a) shall not relieve an Indemnifying Party of its obligations under this Section 10, except to the extent, and only to the extent, that such Indemnifying Party is materially prejudiced by such failure to give notice in accordance with this Section 10.3(a).

- (b) An Indemnifying Party may elect (but shall not be required) to defend (and seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (which counsel shall be reasonably satisfactory to the Indemnitee), any Third-Party Claim; provided that the Indemnifying Party shall not be entitled to defend such Third-Party Claim and shall pay the reasonable fees and expenses of one separate counsel for all Indemnitees if the claim for indemnification relates to or arises in connection with any criminal action, indictment or allegation or if such Third-Party Claim seeks an injunction or equitable relief against the Indemnitee (and not any Indemnifying Party or any of its Affiliates). Within thirty (30) days after the receipt of notice from an Indemnitee in accordance with Section 10.3(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election whether the Indemnifying Party will assume responsibility for defending such Third-Party Claim, which election shall specify any reservations or exceptions to its defense. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnitee; provided, however, in the event that the Indemnifying Party has elected to assume the defense of the Third-Party Claim but has specified, and continues to assert, any reservations or exceptions in such notice, then, in such case, the reasonable fees and expenses of one separate counsel for all Indemnitees shall be borne by the Indemnifying Party; and provided further that the Indemnifying Party will pay the reasonable fees and expenses of such separate counsel if, based on the reasonable opinion of legal counsel to the Indemnitee, a conflict or potential conflict of interest exists between the Indemnifying Party and the Indemnitee which makes representation of both parties inappropriate under applicable standards of professional conduct.
- (c) If an Indemnifying Party elects not to assume responsibility for defending a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in Section 10.3(b), then the applicable Indemnitee may defend such Third-Party Claim at the cost and expense of the Indemnifying Party to the extent indemnification is available under the terms of this Agreement. If an Indemnifying Party elects not to assume responsibility for defending a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in Section 10.3(b), then, it shall not be a defense to any obligation of the Indemnifying Party to pay any amount in respect of such Third-Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or, subject to Section 10.3(d), that such Third-Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

- (d) Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising party, does not involve any admission, finding or determination of wrongdoing or violation of Law by the other Party and provides for a full, unconditional and irrevocable release of the other Party from all Liability in connection with the Third-Party Claim.

10.4 Limitations on Liability.

- (a) Except in the event of (i) Third Party Claims subject to a Party's indemnification obligations pursuant to Section 10.1, (ii) Third Party Claims subject to a Party's indemnification obligations pursuant to Section 10.2, (iii) the gross negligence, fraud or willful misconduct of a Party or its Personnel, (iv) a Party's willful breach of this Agreement, (v) a breach of Section 13 or (vi) customer liabilities pursuant to, and subject to the limitations set forth in, Section 2.5(e), neither Party's aggregate liability to the other Party (or its Personnel that are indemnitees under Section 10.1 or Section 10.2, as applicable) under this Agreement for the initial twelve (12) month period immediately following the Effective Date, and for any twelve (12) month period thereafter during the Term, shall exceed, on a cumulative basis, the amount that is one and one half (1½) times the aggregate amounts paid or payable pursuant to this Agreement in the preceding twelve (12) month period preceding the loss date by Customer to Manufacturer but solely with respect to the supply hereunder of Product (or Products) for which such corresponding liability arose (the "Affected Products") and not any other Products (or if, as of the time the liability arises, this Agreement has not been in effect for twelve (12) months, then the amounts paid or payable by Customer to Manufacturer hereunder during the period from the Effective Date until such time the liability arises, shall be annualized to a full twelve (12) months but solely with respect to the supply hereunder of the Affected Product(s) and not any other Products).
- (b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR DAMAGES OR CLAIMS ARISING OUT OF (I) A BREACH OF SECTION 13 OF THIS AGREEMENT, (II) CUSTOMER LIABILITIES PURSUANT TO, AND SUBJECT TO THE LIMITATIONS SET FORTH IN, SECTION 2.5(E), (III) A PARTY'S OR ITS PERSONNEL'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (IV) A PARTY'S WILLFUL BREACH OF THIS AGREEMENT, OR (V) A PARTY'S INDEMNIFICATION OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS UNDER SECTION 10.1 OR SECTION 10.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY INDEMNIFIED PARTY HEREUNDER FOR ANY CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL OR INDIRECT DAMAGES, LOSS OF REVENUE OR PROFITS, DIMINUTION IN VALUE, DAMAGES BASED ON MULTIPLE OF

REVENUE OR EARNINGS OR OTHER PERFORMANCE METRIC, LOSS OF BUSINESS REPUTATION, PUNITIVE AND EXEMPLARY DAMAGES OR ANY SIMILAR DAMAGES ARISING OR RESULTING FROM OR RELATING TO THIS AGREEMENT, WHETHER SUCH ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

10.5 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

- (a) The Parties intend that any Loss subject to indemnification or reimbursement pursuant to this Section 10 will be net of Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of any indemnifiable Liability. Accordingly, the amount that any Indemnifying Party is required to pay to any Indemnitee will be reduced by any Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of such Indemnitee in respect of the related Loss. If an Indemnitee receives a payment (an “Indemnity Payment”) required by this Agreement from an Indemnifying Party in respect of any Loss and subsequently receives Insurance Proceeds or any other amounts in respect of the related Loss, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.
- (b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provisions contained in this Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a “wind-fall” (i.e., a benefit that such insurer or other Third Party would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys’ fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Section 10. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

10.6 Additional Matters.

- (a) Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Section 10 shall be paid reasonably promptly (but in any event within sixty (60) days of the final determination of the amount that the Indemnitee is entitled to indemnification under this Section 10) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities.
- (b) If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against the Third Party.
- (c) If payment is made by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.
- (d) In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant or otherwise add the Indemnifying Party as party thereto, if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this Section 10, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement, and the cost of any interest or penalties relating to any judgment or settlement with respect to such Third-Party Claim.

11. Insurance.

11.1 Requirements to Maintain. During the Term, Manufacturer shall self-insure or shall provide and maintain such insurance coverage, in minimum types and amounts as described below in this Section 11.

- (a) Any and all deductibles or retentions for such insurance policies shall be assumed by, for the account of, and at Manufacturer's sole risk.
- (b) To the extent of the liabilities assumed by Manufacturer under this Agreement, such insurance policies of Manufacturer shall be primary and non-contributing with respect to any other similar insurance policies available to Customer or its Affiliates.
- (c) Manufacturer shall furnish to Customer certificates of insurance (electronic is acceptable), evidencing the required insurance coverage, upon execution of this Agreement and annually, thereafter.

11.2 Amounts and Limits. The insurance required under this Section 11 shall be written for not less than any limits of liability specified herein or as required by applicable Law, whichever is greater. All insurance carriers shall have a minimum of "A-" A.M. Best rating. Manufacturer shall have the right to provide the total limits required by any combination of self-insurance, primary and umbrella/excess coverage; said insurance to include the following:

- (a) Insurance for liability under the workers' compensation or occupational disease Laws of any state of the United States (or be a qualified self-insurer in those states of the United States) or otherwise applicable with respect to Persons performing the services and employer's liability insurance covering all claims by or in respect to the employees of Manufacturer, providing:
- (i) Coverage for the statutory limits of all claims under the applicable State Workers' Compensation Act or Acts. If a Facility Addendum will result in exposures under the U.S. Longshore and Harbor Workers' Compensation Act and its amendments (work dockside or on water), the Jones Act (involving seamen, masters and crew of vessels) or the Federal Employers' Liability Act (railroad exposure), coverage shall be extended to include insurance coverages mandated thereby;
- (ii) Employer's liability insurance with a limit of not less than \$1,000,000;

- (iii) Manufacturer warrants that all of its employees involved in this Agreement are covered by statutory workers' compensation; and
 - (iv) Where allowed by Applicable Law, Customer and its Affiliates shall be provided a waiver of subrogation, except for losses due to the sole negligence of Manufacturer.
- (b) Commercial general liability insurance with the following limits and forms/endorsements:
Each Occurrence: \$2,000,000
- (i) Occurrence form including premises and operations coverage, property damage, liability, personal injury coverage, products and completed operations coverage, and transit.
 - (ii) To the extent of Manufacturer's indemnification obligations, Customer and its Affiliates shall be additional insureds via ISO form CG20101185 or its equivalent.
- (c) Automobile and Truck Liability Insurance: \$2,000,000 combined single limit for bodily injury and property damage arising out of all owned, non- owned and hired vehicles, including coverage for all automotive and truck equipment used in the performance of this Agreement and including the loading and unloading of same.
- (d) Umbrella (excess) liability coverage in an amount not less than \$3,000,000 per occurrence and in the aggregate.
- (e) If Manufacturer has care, custody or control of Customer-Supplied Material, Manufacturer shall be responsible for any loss or damage to it and provide all risk property coverage at full replacement cost for property and at the costs-per-unit as specified in the Facility Addendum for inventory.

12. Customer-Supplied Materials; Buy-Sell Materials; Transition.

12.1 Supply; Rejection; Transition.

- (a) Customer shall at its own expense supply Manufacturer with the Customer-Supplied Materials identified in the applicable Facility Addendum. Customer shall supply Manufacturer with the Buy-Sell Materials at a price that Customer determines, subject to Section 3.2(c), and communicates to Manufacturer. At Customer's option, the Customer-Supplied Materials and Buy-Sell Materials may be delivered directly from Customer's Third-Party vendor to Manufacturer at the vendor's or Customer's expense. Customer or its vendor shall supply Manufacturer with a copy of the certificate of analysis for the Customer-Supplied Materials and Buy-Sell Materials no later than delivery of the Customer-Supplied Materials or Buy-Sell

Materials to Manufacturer. Customer hereby covenants to Manufacturer that each Customer-Supplied Material and Buy-Sell Materials furnished by or on behalf of Customer to Manufacturer or its Affiliate or designee under this Agreement will, upon delivery by Customer to Manufacturer pursuant to this Agreement, comply with, and have been used, handled and stored in accordance with, the specifications for such Customer-Supplied Materials or Buy-Sell Materials (as applicable), all applicable Laws, the Quality Agreement, this Agreement and the applicable Facility Addendum and otherwise have no defects. Manufacturer's obligations to manufacture and supply Product under this Agreement are subject to and conditioned upon Customer's timely delivery of Customer-Supplied Material and Buy-Sell Materials in accordance with this [Section 12](#).

- (b) Manufacturer shall provide to Customer a monthly rolling forecast of its requirements for Customer-Supplied Materials and Buy-Sell Materials based upon Customer's Forecasts for Products, and Manufacturer shall issue to Customer "pro forma" purchase orders for Customer-Supplied Materials and actual purchase orders for Buy-Sell Materials, in each case, according to parameters included in the applicable Facility Addendum, including safety stock and lead time requirements. Manufacturer shall be responsible to receive, sample, store and maintain the inventory of such ordered Customer-Supplied Materials and Buy-Sell Materials at Manufacturer's Facility.
- (c) Within each calendar month during the Term, Manufacturer will provide a monthly inventory report of Customer-Supplied Materials substantially in the format attached as [Attachment C](#) to this Agreement. The Parties acknowledge and agree that the Manufacturer's timely providing the referenced monthly inventory report is a critical component of the Customer's Customer-Supplied Materials management program and further that any such failure on the part of Manufacturer to timely provide such monthly inventory report shall be addressed at the immediately following scheduled JAC Meeting.
- (d) Manufacturer may reject any Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Materials by (i) providing Customer with no less than sixty (60) days' prior written notice of Manufacturer's intention to reject along with the documentation setting forth in reasonable detail the basis for rejection, (ii) meeting with Customer at Customer's request to discuss the basis for the proposed rejection, and (iii) providing Customer with notice of rejection in the event that Manufacturer rejects the subject Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Materials (as applicable) at the end of such sixty (60) day period (or such other time frame as the Parties may agree upon).

- (e) Customer shall submit invoices to Manufacturer upon delivery to Manufacturer or its applicable Affiliate of Buy-Sell Materials, and Manufacturer shall make payments with respect thereto, in accordance with the invoice and payment requirements set forth in Section 3.5, applied correlatively, and the parties shall discuss in good faith further requirements with respect to the supply of Buy-Sell Materials.
- (f) Customer shall use its commercially reasonable efforts to convert all Buy-Sell Materials arrangements to Customer-Supplied Materials arrangements as promptly as practicable after the Effective Date; provided that Customer shall provide updates with respect to such efforts at each JAC Meeting until all such Buy-Sell Materials arrangements shall have been converted to Customer-Supplied Materials arrangements.

12.2 Title and Risk of Loss.

- (a) Title to the Customer-Supplied Materials supplied by Customer to Manufacturer shall remain with Customer; provided, however, that risk of loss shall pass to Manufacturer at the time Customer-Supplied Materials are delivered to the Manufacturer DDP (Incoterms 2010) at the applicable Facility. Manufacturer shall not use Customer-Supplied Materials for any purposes other than those related to the manufacture of a Product pursuant to this Agreement.
- (b) The risk of loss or damage to Customer-Supplied Materials during the possession thereof by Manufacturer shall be solely with Manufacturer.
- (c) Manufacturer shall insure or self-insure the Customer-Supplied Materials and Products while such is in Manufacturer's possession at an agreed-upon value.
- (d) The title and risk of loss for Buy-Sell Materials shall pass to Manufacturer upon delivery to the Manufacturer DDP (Incoterms 2010) at the applicable Facility.

12.3 Reimbursement for Loss of Customer-Supplied Materials. Manufacturer shall reimburse Customer for excess Customer-Supplied Materials used as a result of Manufacturer's failure to achieve the minimum average yield or usage (as applicable) set forth in the applicable Facility Addendum. During the first quarter of each Fiscal Year during the Term of this Agreement, Manufacturer will report to Customer the actual yield achieved for all Customer-Supplied Materials used during the previous calendar year on a Facility-by-Facility basis. If the achieved yield is lower than the minimum average yield specified in the applicable Facility Addendum on an aggregated basis for all Customer-Supplied Materials for each applicable Facility Addendum, then Manufacturer will reimburse to Customer the actual cost of the excess Customer-Supplied Materials used as set forth in the applicable Facility Addendum. For the avoidance of doubt, (a) rejected batches and all Customer-Supplied Material that is, for any reason other than a determination that such Customer-Supplied Materials are non-conforming, not incorporated into Product delivered hereunder, shall be included in the annual yield calculation and (b) Customer-Supplied Materials for which Manufacturer is responsible for reimbursing Customer pursuant to Section 4.11(b) shall not be included in the annual yield calculation.

13. Confidentiality.

The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation Agreement.

14. Supply Chain Security.

14.1 Supply Chain Representations.

Manufacturer represents, warrants and covenants to Customer that:

Manufacturer has reviewed its supply chain security procedures and that these procedures and their implementation are, and shall remain during the Term of this Agreement, in accordance with the importer security criteria set forth by the "C-TPAT." Manufacturer represents and warrants that it has developed and implemented, or shall develop and implement within sixty (60) calendar days of its execution of this Agreement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures to assure compliance with C-TPAT minimum security criteria.

14.2 C-TPAT.

Manufacturer acknowledges that Customer is a certified member of C-TPAT. As a C-TPAT member, Customer is required to make periodic assessment of its international supply chain based upon C-TPAT security criteria. Manufacturer agrees to conduct and document an annual security audit at each of its Facilities and to take all necessary corrective actions to ensure the continued participation of Customer in C-TPAT. Manufacturer agrees to share with Customer the results of such annual audits and agrees to prepare and submit to Customer a report on the corrective actions taken in response thereto. In addition, Customer may audit Manufacturer's Records and Facilities for the purpose of verifying that Manufacturer's procedures are in accordance with the C-TPAT security criteria, and Manufacturer shall provide Customer with access to Manufacturer's Records and Facilities reasonably necessary for the purpose of conducting such audit. Manufacturer agrees to notify Customer of any event that has resulted in or threatens the loss of its C-TPAT Benefits (if it is a member of the C-TPAT program) or alternatively jeopardizes Customer's retention of its own C-TPAT Benefits. In an effort to secure each part of the supply chain, Manufacturer agrees to work in good faith to become a member of the C-TPAT program, if Manufacturer is organized or incorporated in the United States, Mexico or Canada, or the equivalent supply chain security program criteria administered by the customs administration in Manufacturer's home country if Manufacturer is not organized or incorporated in the United States, Mexico or Canada.

15. **Records and Audits.**

15.1 **Records.**

Manufacturer will maintain complete and accurate Records. Any Records that are financial in nature such as, but not limited to, time sheets, billing Records, invoices, payment applications, payments of consultants and subcontractors and receipts relating to reimbursable expenses shall be maintained in accordance with applicable Law in the jurisdiction in which the applicable Facility is located. Manufacturer shall maintain such Records for a period equal to the later of (x) three (3) years after the expiration or termination of this Agreement or the applicable Facility Addendum, (y) the expiration of the statute of limitation for the Tax period applicable to such Records, or (z) for such period as otherwise may be required by applicable Law (the "Record Retention Period").

15.2 **Audits.**

Customer or its representatives, including its external auditors, may audit such Records of Manufacturer, including all Records related to Manufacturer's compliance with applicable Laws, at any time during the Term of this Agreement or applicable Facility Addendum or the Record Retention Period, during normal business hours and upon reasonable advance written notice to Manufacturer (but in no event more than one (1) time per year except "for cause"). Manufacturer shall make such Records readily available for such audit. Any Records or information accessed or otherwise obtained by Customer or its representatives in connection with any audit (including any audit pursuant to Section 3.4) shall be deemed Manufacturer's confidential and proprietary Information and each representative of Customer will be subject to non-use and other confidentiality obligations substantially comparable to those set forth herein for Customer. Except as otherwise provided in Section 3.4, if any financial audit reveals that Manufacturer has overcharged Customer, Manufacturer shall reimburse Customer for such overcharge within thirty (30) days of Manufacturer's receipt of the relevant audit results, and in the event that any such overcharge equals an amount equal to or greater than five percent (5%) of the total amounts invoiced during the period under such audit, then Manufacturer shall promptly reimburse Customer for all reasonable Third Party costs and expenses actually incurred in the conduct of such audit. If any financial audit reveals that Customer has underpaid Manufacturer, Customer shall reimburse Manufacturer for such underpayment within thirty (30) days of Customer's receipt of the relevant audit results. For clarity, if there is a conflict between Section 3.4(a) and this Section 15.2 with respect to the review of a Price increase, Section 3.4(a) shall govern and control.

16. **AG and Branded Product Supply Agreement.** Notwithstanding anything to the contrary herein, the Parties hereby agree that all determinations for purposes of this Agreement which include calculations or other determinations that involve the aggregation of data related to more than one Product (under this Agreement or under the AG and Branded Product Supply Agreement) shall be made by taking into account the aggregate manufacture of Products pursuant to the AG and Branded Product Supply Agreement and this Agreement. Notwithstanding anything to the contrary herein, and without limiting the foregoing, the Parties hereby agree that (i) all Facility-level determinations for purposes of this Agreement, including with respect to Facility Actual Product Materials Cost, Facility Estimated Product Materials Cost, Facility Conversion Cost, Facility Conversion Cost Threshold, Facility Conversion Cost Adjustment Fiscal Year, Facility Conversion Cost Baseline Fiscal Year and other matters relating to potential adjustments to the Price of Product, shall be made by taking into account the aggregate manufacture of Products at the applicable Facility pursuant to the AG and Branded Product Supply Agreement and this Agreement, and shall not be limited to the manufacture of Products at such Facility pursuant to the applicable Facility Addendum under this Agreement and (ii) all calculations or other determinations relating to the aggregate liability of each Party under Section 10.4(a) or the aggregate liability of Manufacturer in the event of a Triggering Event under Section 2.5(e) for purposes of this Agreement shall be made by taking into account the aggregate manufacture of Products pursuant to the AG and Branded Product Supply Agreement and this Agreement, and shall not be limited to the manufacture of Products under this Agreement.

17. **Notices.**

All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) when served by personal delivery upon the Party for whom it is intended; (b) one (1) Business Day following the day sent by overnight courier, return receipt requested; (c) when sent by facsimile; provided that the facsimile is promptly confirmed; or (d) when sent by e-mail; provided that a copy of the same notice or other communication sent by e-mail is also sent by overnight courier, return receipt requested, personal delivery, or facsimile as provided herein, on the same day as such e-mail is sent, in each case to the Person at the address, facsimile number or e-mail address set forth below, or such other address, facsimile number or e-mail address as may be designated in writing hereafter, in the same manner, by such Person:

If to Customer: Viatris Inc.
 1000 Mylan Boulevard
 Canonsburg, PA 15317
 ATTENTION: Michael Goettler
 EMAIL ADDRESS: michael.goettler@viatris.com

with copies (which shall not constitute notice) to:

Viatrix Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatrix.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
ATTENTION: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
EMAIL ADDRESS: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

If to Manufacturer: Pfizer Inc.
235 East 42nd Street
New York, New York 10017
ATTENTION: Douglas M. Lankler
Bryan A. Supran
EMAIL ADDRESS: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
ATTENTION: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
EMAIL ADDRESS: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

Either Party may, by notice to the other Party, change the addresses and names applicable to such Party given above.

18. Miscellaneous.

18.1 Negotiations of Dispute.

The dispute resolution procedures set forth in Article VII of the Separation Agreement shall apply *mutatis mutandis* with respect to any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provisions of this Agreement, a Purchase Order or Facility Addendum. Further, the requirement to attempt to resolve a dispute in accordance with this Section 18.1 does not affect a Party's right to terminate this Agreement or a Purchase Order as provided in Section 7 hereof, and neither Party shall be required to follow these procedures prior to terminating this Agreement.

18.2 Publicity.

Manufacturer shall not use the name, trade name, service marks, trademarks, trade dress or logos of Customer (or any of its Affiliates) in publicity releases, advertising or any other publication, nor identify Customer as a customer, without Customer's prior written consent in each instance. Customer shall not use the name, trade name, service marks, trademarks, trade dress or logos of Manufacturer (or any of its Affiliates) in publicity releases, advertising or any other publication, without Manufacturer's prior written consent in each instance. Nothing in this Section 18.2 shall or is intended to limit any Party's rights under the Separation Agreement or any Ancillary Agreement.

18.3 Governing Law and Venue.

- (a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof or thereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to any Laws or principles thereof that would result in the application of the Laws of any other jurisdiction. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.
- (b) Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest

extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 17. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

- (c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE OTHER ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE FINANCING). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.3(C).

18.4 Relationship of the Parties.

The relationship hereby established between Customer and Manufacturer is solely that of independent contractors. Manufacturer has no authority to act or make any agreements or representations on behalf of Customer or its Affiliates. This Agreement is not intended to create, and shall not be construed as creating, between Manufacturer and Customer, the relationship of fiduciary, principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied. No employee or agent engaged by Manufacturer shall be, or shall be deemed to be, an employee or agent of Customer and shall not be entitled to any benefits that Customer provides to its own employees.

18.5 Assignment; Binding Effect.

- (a) Except as otherwise provided in this Section 18.5, neither Party shall assign this Agreement or any rights, benefits or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld, conditioned or delayed).
- (b) Either Party may assign its rights and obligations under this Agreement to one or more of its Affiliates without the other Party's consent; provided that such Affiliate remains at all times during the Term an Affiliate of such Party; provided, further, that no such assignment shall release such Party from its obligations under this Agreement.
- (c) Customer may, without Manufacturer's consent, assign the rights and obligations of this Agreement (i) on a Product-by-Product basis, to a Third Party in connection with a bona fide transfer, sale or divestiture of all or substantially all of its business to which such Product relates or in the event of such business's spin-off, merger or consolidation with another company or business entity or (ii) to any Third Party which acquires or succeeds to all or substantially all of the assets of the business of Customer to which this Agreement and the Facility Addenda relate (including in connection with such business's spin-off, merger or consolidation with another company or business entity).
- (d) Subject to Section 7.4, Manufacturer may, without Customer's consent, assign the rights and obligations of this Agreement (i) on a Facility-by-Facility basis, to a Third Party in connection with a bona fide transfer, sale or divestiture of such Facility or (ii) to any Third Party which acquires or succeeds to all or substantially all of the assets of the business of Manufacturer to which this Agreement and the Facility Addendum relates (including in connection with such business's spin-off, merger or consolidation with another company or business entity).
- (e) Notwithstanding anything to the contrary in this Agreement, neither Party may assign this Agreement in whole or in part to a Restricted Party.
- (f) In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void ab initio and of no force or effect. Notwithstanding anything contained in this Agreement, each Party hereby acknowledges and agrees that the other Party may perform any of its obligations, and exercise any of its rights, under this Agreement, any Facility Addendum and Quality Agreement through any of its Affiliates.

18.6 Force Majeure.

Subject to Manufacturer's obligations under Section 2.5(a), no Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, natural disasters, hurricane, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of Government, war (whether or not declared), acts of terrorism, or other similar causes ("Force Majeure Event"). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. In the event that the delay continues for a period of at least sixty (60) calendar days, the Party affected by the other Party's delay may elect to (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event or (b) cancel all or any part of the unperformed part of this Agreement or any Purchase Orders.

18.7 Severability.

If any provision of this Agreement or the application of any provision thereof to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

18.8 Non-Waiver; Remedies.

Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at Law or in equity.

18.9 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

18.10 Forms.

The Parties recognize that, during the Term of this Agreement, a Purchase Order acknowledgment form or similar routine document (collectively, "Forms") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall govern and control in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

18.11 Headings; Interpretation.

(a) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(b) The definitions in Section 1 shall apply equally to both the singular and plural forms of the terms defined.

(c) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms "hereof," "herein," "hereby," "hereto," "herewith," "hereunder" and derivative or similar words refer to this entire Agreement; (E) the terms "Section" and "Attachment" refer to the specified Section or Attachment of this Agreement and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (G) the word "or" shall be disjunctive but not exclusive; and (H) the word "from" (when used in reference to a period of time) means "from and including" and the word "through" (when used in reference to a period of time) means "through and including";

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(e) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(f) The terms “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(g) All monetary figures shall be in United States dollars unless otherwise specified.

(h) All references to “this Agreement” or any “Facility Addendum” shall include any amendments, modifications or supplements thereto.

18.12 Rules of Construction.

The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

18.13 Counterparts.

This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

18.14 Amendments.

No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

18.15 Entire Agreement.

This Agreement, the Separation Agreement, the other Ancillary Agreements, including any related annexes, exhibits, schedules and attachments, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

18.16 Non-Disturbance.

Except as set forth in Section 16 and as may be otherwise expressly agreed upon in writing between the Parties in accordance with the terms thereof, the AG and Branded Product Supply Agreement is not assigned, amended, modified or in any other manner affected by the provisions of this Agreement whatsoever. No amendment to the AG and Branded Product Supply Agreement shall affect this Agreement unless expressly incorporated herein by reference in accordance with the terms hereof. No amendment to this Agreement shall affect the AG and Branded Product Supply Agreement unless expressly incorporated therein by reference in accordance with the terms thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Worldwide Business Development

MANUFACTURING AND SUPPLY AGREEMENT

BY AND BETWEEN

UPJOHN INC.

AND

PFIZER INC.

DATED AS OF NOVEMBER 16, 2020

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS	1
2. SUPPLY OF PRODUCT	13
2.1 Agreement to Supply	13
2.2 Use of Facility, Equipment, Molds and Tooling	15
2.3 Capacity	15
2.4 Forecasts and Purchase Orders	16
2.5 Failure to Supply	19
2.6 Delivery; Risk of Loss	21
2.7 Procurement of Materials	22
2.8 Product Samples	23
2.9 Storage	23
2.10 Transitional Support	24
3. PRICE; PAYMENT; PRICE ADJUSTMENTS; TAXES	26
3.1 Price	26
3.2 Price Adjustment	27
3.3 Cost Improvement	30
3.4 Price Review and Audit Procedure	31
3.5 Invoices and Payment	32
3.6 Taxes	33
3.7 No Duplicative Payments	35
4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE	35
4.1 Quality Agreement	35
4.2 Manufacturing Standards	35
4.3 Manufacturing Changes	35
4.4 Pest Control	36
4.5 Legal and Regulatory Filings and Requests	36
4.6 Quality Tests and Checks	37
4.7 Responsibility for Non-Complying Product	38
4.8 Rejection of Non-Complying Product	38
4.9 Disposal of Rejected and Non-Complying Product	40
4.10 Maintenance and Retention of Records	40
4.11 Government Inspections, Seizures and Recalls	40
4.12 Inspections	41
4.13 Segregation of Restricted Compounds	42
4.14 Packaging Material	43
5. COVENANTS	43
5.1 Mutual Covenants	43
5.2 Manufacturer Covenants	44
5.3 Manufacturer's Social Responsibility	46
5.4 Notice of Material Events	47
5.5 Disclaimer of Warranties	47

TABLE OF CONTENTS

(continued)

	<u>Page</u>
6. ENVIRONMENTAL COVENANTS	47
6.1 Compliance with Environmental Laws	47
6.2 Permits, Licenses and Authorization	47
6.3 Generation of Hazardous Wastes	48
6.4 Environmental Sustainability Information	48
6.5 Environmental and Health and Safety Reviews	49
7. TERM; TERMINATION	49
7.1 Term of Agreement	49
7.2 Term of Facility Addendum	50
7.3 Termination for Cause	50
7.4 Termination for Disposition of Facility	50
7.5 Termination in Event of Insolvency	51
7.6 Termination for Breach of Anti-Bribery Representation	51
7.7 Termination for Convenience by Customer	52
7.8 Effect of Termination or Expiration	52
7.9 Unused Materials	53
7.10 Return of Materials, Tools and Equipment	54
8. INTELLECTUAL PROPERTY	55
8.1 Customer's Intellectual Property	55
8.2 Improvements and Developments	55
8.3 Ownership of Other Property	56
8.4 Limited Right to Use	56
9. JOINT ADVISORY COMMITTEE	56
9.1 Formation and Role	56
9.2 Membership; Chairs	57
9.3 Meetings	57
9.4 Areas of Responsibility	58
9.5 Advisory Role; No Decision-Making Authority	58
10. INDEMNIFICATION; LIMITATIONS OF LIABILITY	58
10.1 Indemnification of Customer	58
10.2 Indemnification of Manufacturer	59
10.3 Indemnification Procedures	60
10.4 Limitations on Liability	62
10.5 Indemnification Obligations Net of Insurance Proceeds and Other Amounts	63
10.6 Additional Matters	64

TABLE OF CONTENTS

(continued)

	<u>Page</u>
11. INSURANCE	65
11.1 Requirements to Maintain	65
11.2 Amounts and Limits	65
12. CUSTOMER-SUPPLIED MATERIALS; BUY-SELL MATERIALS; TRANSITION	66
12.1 Supply; Rejection; Transition	66
12.2 Title and Risk of Loss	68
12.3 Reimbursement for Loss of Customer-Supplied Materials	68
13. CONFIDENTIALITY	69
14. SUPPLY CHAIN SECURITY	69
14.1 Supply Chain Representations	69
14.2 C-TPAT	69
15. RECORDS AND AUDITS	70
15.1 Records	70
15.2 Audits	70
16. NOTICES	71
17. MISCELLANEOUS	72
17.1 Negotiations of Dispute	72
17.2 Publicity	72
17.3 Governing Law and Venue	73
17.4 Relationship of the Parties	74
17.5 Assignment; Binding Effect	74
17.6 Force Majeure	75
17.7 Severability	76
17.8 Non-Waiver; Remedies	76
17.9 Further Documents	76
17.10 Forms	76
17.11 Headings; Interpretation	76
17.12 Rules of Construction	77
17.13 Counterparts	78
17.14 Amendments	78
17.15 Entire Agreement	78
Attachment A	Form of Facility Addendum
Attachment B	Quality Agreement
Attachment C	Monthly Inventory Report
Attachment D	Anti-Bribery and Anti-Corruption Principles
Attachment E	Policies
Attachment F	Example Product Materials Adjustment Calculation
Attachment G	Example Price Calculation of Volume Change Pricing Adjustment

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT (this "Agreement"), dated as of November 16, 2020 (the "Effective Date"), is by and between Pfizer Inc., a Delaware corporation (hereinafter "Customer"), and Upjohn Inc., a Delaware corporation (hereinafter "Manufacturer"). Manufacturer and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Pfizer Inc. ("Pluto") and Upjohn Inc. ("Spinco") have entered into a Separation and Distribution Agreement, dated as of July 29, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the "Separation Agreement"), pursuant to which Pluto and Spinco have agreed to separate the Spinco Business from the Pluto Business so that, as of the Distribution Date, the Spinco Business shall be held by members of the Spinco Group and the Pluto Business is held by members of the Pluto Group (the "Separation");

WHEREAS, after the Separation, Spinco shall become a standalone publicly traded company, pursuant to the terms of the Separation Agreement and a Business Combination Agreement, dated as of July 29, 2019 (the "Business Combination Agreement"), by and among Pluto, Spinco, Mylan N.V., a public company with limited liability incorporated under the laws of the Netherlands, and certain of their Affiliates; and

WHEREAS, in connection with the Separation, the Parties are entering into this Agreement, pursuant to which Customer desires to procure from Manufacturer, and Manufacturer desires to supply or cause one of its Affiliates to supply to Customer, Products for sale by Customer or its Affiliates in the Territory during the Term, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized terms shall have the meanings set forth below. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Separation Agreement.

- 1.1 "Accounting Method" means U.S. Generally Accepted Accounting Principles (GAAP) or, if otherwise agreed by the Parties, an alternative accounting method used in the ordinary course of business.
- 1.2 "Act" means the U.S. Federal Food, Drug, and Cosmetic Act, as amended.
- 1.3 "Action" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

- 1.4 “Additional Quantities” shall have the meaning set forth in Section 2.4(c).
- 1.5 “Affected Products” shall have the meaning set forth in Section 10.4(a).
- 1.6 “Affiliate(s)” means, when used with respect to a specified Person, a Person that controls, is controlled by, or is under common control with such specified Person. As used herein, “control” (including, with correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, from and after the Effective Date, solely for purposes of this Agreement (a) each member of the Spinco Group shall be deemed to not be an Affiliate of any member of the Pluto Group and (b) each member of the Pluto Group shall be deemed to not be an Affiliate of any member of the Spinco Group.
- 1.7 “Agreement” shall have the meaning set forth in the Preamble.
- 1.8 “API” means active pharmaceutical ingredient.
- 1.9 “Batch Size” shall have the meaning set forth in Section 2.4(e)(ii).
- 1.10 “Binding Forecast Period” shall have the meaning set forth in Section 2.4(b).
- 1.11 “Bulk Drug Product” means Product that has been manufactured into a final pharmaceutical product following a specific formulation and set of specifications, including drug substance (e.g., tablets or granules) for administration to humans but has not been packaged for use or for commercialization.
- 1.12 “Business Combination Agreement” shall have the meaning set forth in the Recitals.
- 1.13 “Business Day” means (a) any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by Law to be closed in New York, New York or (b) with respect to those activities specific to a Facility, any day other than any day on which banks located in the city and country in which the Facility is located are authorized or obligated to be closed.
- 1.14 “Buy-Sell Materials” means the materials that Customer sells to Manufacturer for use in manufacturing Product for Customer under the terms of this Agreement and as set forth in the applicable Facility Addendum. For the avoidance of doubt, Buy-Sell Materials are distinguishable from and exclusive of both Product Materials and Customer-Supplied Materials.

- 1.15 “Conflict Minerals” shall have the meaning set forth in Section 5.3(c).
- 1.16 “Conversion Cost Markup” shall have the meaning set forth in Section 2.5(e).
- 1.17 “Conversion Costs” means, with respect to a given Product, (a) direct and indirect labor costs, (b) equipment costs, including depreciation, (c) laboratory and quality control costs at the applicable Facility, including Product testing and on-going stability studies, (d) quality assurance costs, (e) general site and manufacturing support costs for resources that support the manufacture of the applicable Product (including utilities, warehousing, consumables, maintenance, engineering, safety, human resources, finance, information technology, plant management and other similar activities, capital improvements in the form of depreciation, an allocation of costs for above site services provided to the applicable Facility for resources that support the manufacture of the applicable Product and an allowance for inventory loss, in each case, at the Facility-level), (f) costs paid to Third Party manufacturers for the manufacture and supply of such Product (or components thereof), (g) all costs associated with the performance of Manufacturer’s obligations under Section 4.6, including all activities, tests and checks set forth therein, and (h) costs paid to Third Party contractors for services provided in connection with the manufacture and supply of such Product, in each case associated with such Product.
- 1.18 “CPP” shall have the meaning set forth in Section 4.5(a).
- 1.19 “C-TPAT” means the Customs-Trade Partnership Against Terrorism program of the U.S. Bureau of Customs and Border Protection.
- 1.20 “C-TPAT Benefits” means the expected benefit afforded to importers that have joined C-TPAT related to substantially fewer of their imports being inspected and, hence, fewer supply chain delays.
- 1.21 “Current Good Manufacturing Practices” or “cGMP” means all applicable standards and applicable Laws (as defined below) relating to manufacturing practices for products (including ingredients, testing, storage, handling, intermediates, bulk and finished products) promulgated by the FDA or any other applicable Governmental Authority (including, without limitation, EU or member state level) having jurisdiction, including, but not limited to, standards in the form of applicable Laws, guidelines, advisory opinions and compliance policy guides and current interpretations of the applicable authority or agency thereof (as applicable to pharmaceutical and biological products and ingredients), as the same may be updated, supplemented or amended from time to time.
- 1.22 “Customer” shall have the meaning set forth in the Preamble.
- 1.23 “Customer Indemnified Party” shall have the meaning set forth in Section 10.1(a).
- 1.24 “Customer-Owned Improvements and Developments” shall have the meaning set forth in Section 8.2(b).

- 1.25 “Customer Property” means all Intellectual Property, together with all materials, data, writings and other property in any form whatsoever, which is (a) owned or controlled by Customer or its Affiliates as of and following the Effective Date and (b) provided to Manufacturer by or on behalf of Customer or its Personnel under this Agreement.
- 1.26 “Customer-Supplied Materials” means the materials supplied by Customer to Manufacturer under the terms of this Agreement and as set forth in the applicable Facility Addendum. For the avoidance of doubt, Customer-Supplied Materials are distinguishable from and exclusive of both Product Materials and Buy-Sell Materials.
- 1.27 “Delivery” shall have the meaning set forth in Section 2.6(a).
- 1.28 “Developments” shall have the meaning set forth in Section 8.2(a).
- 1.29 “Effective Date” shall have the meaning set forth in the Preamble.
- 1.30 “Environmental Laws” means any Laws relating to (a) human or occupational health and safety; (b) pollution or protection of the environment (including ambient air, indoor air, water vapor, surface water, groundwater, wetlands, drinking water supply, land surface or subsurface strata, biota and other natural resources); or (c) exposure to, or use, generation, manufacture, processing, management, treatment, recycling, storage, disposal, emission, discharge, transport, distribution, labeling, presence, possession, handling, Release or threatened Release of, any hazardous or toxic material, substance or waste and any Laws relating to recordkeeping, notification, disclosure, registration and reporting requirements respecting hazardous or toxic materials, substances or wastes.
- 1.31 “Environmental Liability” means any Liability arising under Environmental Laws.
- 1.32 “Exclusive Purchase Requirement” means, on a Product SKU-by-Product SKU and country-by country basis within the applicable Territory, (a) in the first two (2) years of the Initial Term, one hundred percent (100%) of Customer’s total requirements for such Product SKU and (b) in the third (3rd) year of the Initial Term, fifty percent (50%) of Customer’s total requirements for such Product SKU; provided, however, that (x) such quantities of Product reasonably procured by Customer to qualify a back-up supplier for such Product shall be excluded from the Exclusive Purchase Requirement, and (y) for the avoidance of doubt, Customer may commercialize such quantities of Product procured under (x) above without violating the applicable Exclusive Purchase Requirement or related provisions in Section 2.1(e).
- 1.33 “Exclusive Purchase Requirement Suspension Period” shall have the meaning set forth in Section 2.5(b).

- 1.34 “Exclusivity Period” means the three (3) year period immediately following the Effective Date, as such period may be earlier terminated pursuant to this Agreement.
- 1.35 “Extension Period” shall have the meaning (a) with respect to this Agreement, as set forth in Section 7.1 and (b) with respect to a Facility Addendum, as set forth in Section 7.2.
- 1.36 “Facility” means, with respect to a given Product, Manufacturer’s manufacturing facility located at the address set forth in the applicable Facility Addendum for such Product and such other facilities permitted pursuant to this Agreement and any applicable Facility Addendum to be used by Manufacturer in the manufacture, packaging or storage of (a) such Product or (b) materials utilized in the manufacture or storage of such Product hereunder.
- 1.37 “Facility Addendum” means a document executed by the Parties or their respective Affiliates for one or more Products to be manufactured in a Facility pursuant to this Agreement, which shall be substantially in the form of Attachment A to this Agreement.
- 1.38 “Facility Conversion Cost” means, with respect to a given Facility and Fiscal Year, the sum of all Product Conversion Costs for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.
- 1.39 “Facility Conversion Cost Adjustment Fiscal Year” shall have the meaning set forth in Section 3.2(b)(i).
- 1.40 “Facility Conversion Cost Baseline Fiscal Year” shall have the meaning set forth in Section 3.2(b)(i).
- 1.41 “Facility Conversion Cost Threshold” shall have the meaning set forth in Section 3.2(b)(i).
- 1.42 “Facility Disposition” shall have the meaning set forth in Section 7.4.
- 1.43 “Facility Actual Product Materials Cost” means, with respect to a given Facility and Fiscal Year, the sum of all actual costs of Product Materials for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.
- 1.44 “Facility Estimated Product Materials Cost” means, with respect to a given Facility and Fiscal Year, the sum of all estimated costs, as determined in good faith by Manufacturer and notified to Customer prior to the beginning of such Fiscal Year, of Product Materials for Products manufactured for Customer or the applicable Affiliate of Customer at such Facility during such Fiscal Year.
- 1.45 “Familial Relative(s)” means a parent, spouse, child or sibling (including any such relationships formed by marriage).

- 1.46 “FDA” means the U.S. Food and Drug Administration or any successor agency.
- 1.47 “Finished Product” means Product that has been packaged for commercialization and distribution to patients incorporating Bulk Drug Product.
- 1.48 “Firm Order” shall have the meaning set forth in Section 2.4(b).
- 1.49 “Fiscal Year” means each twelve-month fiscal period commencing on January 1 with respect to Facilities located in the United States and December 1 for all other facilities, in each case, during the Term.
- 1.50 “Force Majeure Event” shall have the meaning set forth in Section 17.6.
- 1.51 “Forecast” shall have the meaning set forth in Section 2.4(b).
- 1.52 “Forms” shall have the meaning set forth in Section 17.10.
- 1.53 “Global Trade Control Laws” means all applicable economic sanctions, export and import control laws, regulations and orders.
- 1.54 “Government” means all levels and subdivisions of U.S. and non-U.S. governments (i.e., local, regional or national and administrative, legislative or executive).
- 1.55 “Government Official” means (a) any elected or appointed governmental official (e.g., a member of a ministry of health), (b) any employee or person acting for or on behalf of a governmental official, agency or enterprise performing a governmental function, (c) any candidate for public office, political party officer, employee or person acting for or on behalf of a political party or candidate for public office or (d) any person otherwise categorized as a Government Official under local Law. As used in this definition, “government” is meant to include all levels and subdivisions of U.S. and non-U.S. governments (i.e., local, regional or national and administrative, legislative or executive).
- 1.56 “Governmental Authority” means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, taxing, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.
- 1.57 “Hazardous Materials” means (a) any petroleum or petroleum products, radioactive materials, toxic mold, radon, asbestos or asbestos-containing materials in any form, lead-based paint, urea formaldehyde foam insulation or polychlorinated biphenyls; and (b) any chemicals, materials, substances, compounds, mixtures, products or byproducts, biological agents, living or genetically modified materials, pollutants, contaminants or wastes that are now or hereafter become defined, regulated or characterized as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “special waste,” “toxic substances,” “pollutants,” “contaminants,” “toxic,” “dangerous,” “corrosive,” “flammable,” “reactive,” “radioactive,” or words of similar import, under any Environmental Law.

- 1.58 “Improvements” shall have the meaning set forth in Section 8.2(a).
- 1.59 “Increments” shall have the meaning set forth in Section 2.4(e)(ii).
- 1.60 “Indemnifying Party” shall have the meaning set forth in Section 10.3(a).
- 1.61 “Indemnitee” shall have the meaning set forth in Section 10.3(a).
- 1.62 “Indemnity Payment” shall have the meaning set forth in Section 10.5(a).
- 1.63 “In-Flight or Shared Volume Product” means those Products identified as such in a Facility Addendum.
- 1.64 “Initial Price” shall have the meaning set forth in Section 3.1(a).
- 1.65 “Initial Price Term” means, with respect to a Product set forth in a Facility Addendum, the period of time beginning on the Effective Date and ending on the last day of the first full Fiscal Year of the Term of such Facility Addendum.
- 1.66 “Initial Term” shall have the meaning (a) with respect to this Agreement, set forth in Section 7.1 and (b) with respect to a Facility Addendum, set forth in Section 7.2.
- 1.67 “Insolvent Party” shall have the meaning set forth in Section 7.5.
- 1.68 “Insurance Proceeds” means those monies (a) received by an insured from an insurance carrier; (b) paid by an insurance carrier on behalf of the insured; or (c) received (including by way of setoff) from any Person in the nature of insurance, contribution or indemnification in respect of any Liability, in each of cases (a), (b) and (c), net of any applicable premium adjustments (including reserves or retentions and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.
- 1.69 “Intellectual Property” means all intellectual property rights throughout the world, including: (a) patents and patent applications and all related provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions and substitutions of any of the foregoing; (b) trademarks, service marks, names, corporate names, trade names, domain names, social media names, tags or handles, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, whether or not registered or applied for registration, including common law trademark rights; (c) copyrights and copyrightable subject matter, whether or not registered or applied for registration; (d) technical, scientific, regulatory and other information, designs, ideas, inventions (whether patentable or unpatentable and whether or not reduced to practice), research and development, discoveries, results,

creations, improvements, know-how, techniques and data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing and preclinical and clinical data), technology, algorithms, procedures, plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, compositions, specifications, and marketing, pricing, distribution, cost and sales information, tools, materials, apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or nonpublic information, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, in each case, other than Software; (e) Software; and (f) applications, registrations and common law rights for the foregoing.

- 1.70 “JAC Chair” shall have the meaning set forth in Section 9.2(b).
- 1.71 “JAC Meeting” shall have the meaning set forth in Section 9.3(a).
- 1.72 “JAC Member” shall have the meaning set forth in Section 9.2(a).
- 1.73 “Joint Advisory Committee” or “JAC” shall have the meaning set forth in Section 9.1.
- 1.74 “Late Payment Date” shall have the meaning set forth in Section 3.5.
- 1.75 “Latent Defects” shall have the meaning set forth in Section 4.8(a).
- 1.76 “Laws” means any U.S. and non-U.S. federal, national, international, multinational, supranational, state, provincial, local or similar law (including common law and privacy and data protection laws), statute, ordinance, regulation, rule, code, order, treaty (including any tax treaty on income or capital), binding judicial or administrative interpretation or other requirement or rule of law or legal process, in each case, enacted, promulgated, issued, entered or otherwise put into effect by a Governmental Authority or any rule or requirement of any securities exchange.
- 1.77 “Losses” means any and all damages, losses, deficiencies, Liabilities, Taxes, obligations, penalties, judgments, settlements, claims, payments, fines, charges, interest, costs and expenses, whether or not resulting from Third-Party Claims, including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys’, accountants’, consultants’ and other professionals’ fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder.
- 1.78 “Make to Order Products” means all Products that are identified as “Make to Order Products” in the applicable Facility Addendum.
- 1.79 “Manufacturer” shall have the meaning set forth in the Preamble.

- 1.80 “Manufacturer Indemnified Party” shall have the meaning set forth in Section 10.2(a).
- 1.81 “Manufacturer-Owned Improvements and Developments” shall have the meaning set forth in Section 8.2(c).
- 1.82 “Manufacturer Third Party Suppliers” shall have the meaning set forth in Section 2.7(a).
- 1.83 “Manufacturing Change” shall have the meaning set forth in Section 4.3(a).
- 1.84 “Minimum Order Quantity” shall have the meaning set forth in the applicable Facility Addendum with respect to each Product.
- 1.85 “Non-Complying Buy-Sell Materials” means any Buy-Sell Material that, as of or prior to its delivery by or on behalf of Customer or its Affiliate to Manufacturer or its Affiliate or designee pursuant to this Agreement, does not comply in all material respects with, or has not been used, handled or stored in all material respects in accordance with, the specifications for such Buy-Sell Material, all applicable Laws, cGMP, the Quality Agreement, this Agreement or the applicable Facility Addendum.
- 1.86 “Non-Complying Customer-Supplied Materials” means any Customer-Supplied Material that, as of or prior to its delivery by or on behalf of Customer or its Affiliate to Manufacturer or its Affiliate or designee pursuant to this Agreement, does not comply in all material respects with, or has not been used, handled or stored in all material respects in accordance with, the specifications for such Customer-Supplied Material, all applicable Laws, cGMP, the Quality Agreement, this Agreement or the applicable Facility Addendum.
- 1.87 “Non-Complying Product” shall have the meaning set forth in Section 4.7.
- 1.88 “Party” or “Parties” shall have the meaning set forth in the Preamble.
- 1.89 “Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.
- 1.90 “Personnel” means, with respect to a Party, such Party’s Affiliates, contractors and agents together with such Party’s and its Affiliates’, contractors’ and agents’ respective individual employees, contractors and other agents.
- 1.91 “Pluto” shall have the meaning set forth in the Recitals.
- 1.92 “Price” means, with respect to a Product:
- (a) during the Initial Price Term, the Initial Price of such Product; and
 - (b) after the Initial Price Term, the adjusted price for such Product, as calculated on a Fiscal Year basis, in accordance with Section 3.2.

- 1.93 “Product” means a product specified in the applicable Facility Addendum which, for the avoidance of doubt, includes all applicable SKUs of such product, in each case, as the same may be amended from time to time by the mutual written agreement of the Parties; provided that, upon Customer’s request, the Parties shall discuss in good faith any amendments to the applicable Facility Addendum to add Product SKUs and any related information thereto.
- 1.94 “Product Conversion Cost” means, with respect to a given Product, the total units of such Product anticipated to be shipped or actually shipped, as applicable, during a given Fiscal Year (determined in a manner consistent with Manufacturer’s customary practices) multiplied by the per-unit Conversion Cost for such Product for such Fiscal Year.
- 1.95 “Product Materials” means all raw materials (including, without limitation, active pharmaceutical ingredients and excipients), labeling or packaging materials and components needed for the manufacture and supply of a given Product. For the avoidance of doubt, Product Materials are distinguishable from and exclusive of both Buy-Sell Materials and Customer-Supplied Materials.
- 1.96 “Product SKU” means the specific Stock Keeping Unit (SKU) number for a given Product supplied for sale in a given country or region in the applicable Territory, in each case, as such SKU number may be updated from time to time.
- 1.97 “Purchase Order” means a written or electronic order form submitted by Customer in accordance with the terms of this Agreement to Manufacturer authorizing the manufacture and supply of a given Product.
- 1.98 “Quality Agreement” means those supplemental quality provisions set forth in any Quality Agreement between Manufacturer and Customer relating to a Facility, as the same may be amended or modified from time to time by mutual written agreement of the Parties. The form of Quality Agreement for each Facility is attached hereto as Attachment B.
- 1.99 “Recall” means a “recall”, “correction” or “market withdrawal” and shall include any post-sale warning or mailing of information.
- 1.100 “Receiving Site” shall have the meaning set forth in Section 2.10(a).
- 1.101 “Record Retention Period” shall have the meaning set forth in Section 15.1.
- 1.102 “Records” means any books, documents, accounting procedures and practices and other data, regardless of type or form, of all matters relating to Manufacturer’s performance of its obligations under this Agreement that enable Manufacturer to demonstrate compliance with such obligations, including, without limitation, Manufacturer’s compliance with applicable Laws.

- 1.103 “Regulatory Approvals” means the permit, approval, consent, registration, license, authorization or certificate of a Governmental Authority necessary for the manufacturing, distribution, use, promotion and sale of a Product for one or more indications in a country or other regulatory jurisdiction, including approval of New Drug Applications and Biologics License Applications (each as defined by applicable Law) in the United States and Marketing Authorizations (as such term is defined by applicable Law) in the European Union.
- 1.104 “Release” means any release, spill, emission, leaking, dumping, pumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the indoor or outdoor environment (including ambient air, surface water, groundwater, land surface or subsurface strata, soil and sediments) or into, through or within any property, building, structure, fixture or equipment.
- 1.105 “Restricted Markets” means, as applicable and as may be updated from time to time, in each case, under Global Trade Control Laws, the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, and Syria.
- 1.106 “Restricted Party” means any: (a) individual or entity placed on lists maintained by an applicable Governmental Authority, including those established under the Act, the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General, the regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control, the U.S. Department of Commerce Bureau of Industry and Security, or similar lists of restricted parties maintained by the Governmental Authorities of the countries that have jurisdiction over the activities conducted under this Agreement; (b) individual or entity suspended or debarred from contracting with the U.S. government; or (c) any entity in the aggregate owned or controlled, directly or indirectly, fifty percent (50%) or greater by one or more such individuals or entities described in clause (a).
- 1.107 “Separation” shall have the meaning set forth in the Recitals.
- 1.108 “Separation Agreement” shall have the meaning set forth in the Recitals.
- 1.109 “Serialization” means the assigning of a unique identification code on a given Product unit or Product units of sale at the primary, secondary and/or tertiary level for the purpose assuring authenticity and/or tracking and tracing of the movement of a given Product through the entire supply chain.
- 1.110 “Service Taxes” shall have the meaning set forth in Section 3.6(b).
- 1.111 “Specifications” means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of a given Product, including all formulae, know-how, raw materials requirements, analytical procedures and standards of quality control, quality assurance and sanitation, set forth with respect to such Product in the applicable Regulatory Approval(s) and provided by Customer to Manufacturer.

- 1.112 “Spinco” shall have the meaning set forth in the Recitals.
- 1.113 “Standard Cost” means, with respect to a given Product in a given Fiscal Year, an amount equal to:
- (a) the cost of Product Materials (including the cost of active ingredients, intermediates, semi-finished materials, excipients and primary and secondary packaging) associated with such Product (“Standard Product Materials Cost”); and
 - (b) the Conversion Costs for such Product (“Standard Conversion Cost”),
- in each case of clauses (a) and (b), calculated in accordance with Manufacturer’s accounting policies in effect as of the Effective Date and applied consistently across Manufacturer’s entire manufacturing operations for the full applicable Facility. Depreciation will be based on original acquisition cost of fixed assets, and not impacted by fair value accounting for business transactions.
- 1.114 “Technical Support” shall have the meaning set forth in Section 2.10(a).
- 1.115 “Term” shall have the meaning (a) with respect to this Agreement, as set forth in Section 7.1 and (b) with respect to a Facility Addendum, as set forth in Section 7.2.
- 1.116 “Territory” means, with respect to a given Product, the countries set forth in the applicable Facility Addendum for such Product.
- 1.117 “Third Party” means a Person other than Manufacturer, Customer or their respective Affiliates.
- 1.118 “Third-Party Claim” shall have the meaning set forth in Section 10.3(a).
- 1.119 “Triggering Event” shall have the meaning set forth in Section 2.5(a).
- 1.120 “VAT” means (A) any Tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (B) any other Tax of a similar nature, however denominated, to the Taxes referred to in clause (A) above, whether imposed in a member state of the European Union in substitution for, or levied in addition to, the Taxes referred to in clause (A) above, or imposed elsewhere (including goods and services Taxes, but excluding transfer Tax, stamp duty and other similar Taxes).
- 1.121 “VMR Products” means all Products that are identified as “VMR Products” in the applicable Facility Addendum.
- 1.122 “Waste” means all wastes that arise from the manufacture, handling or storage of Product hereunder, or which is otherwise produced through the implementation of this Agreement, including Hazardous Materials.

2. **Supply of Product.**

2.1 **Agreement to Supply.**

- (a) **Affiliates and Facility Addenda.** Either the entity designated above as Customer or any Affiliate of Customer and either the entity designated above as Manufacturer or any Affiliate of Manufacturer may enter into Facility Addenda under this Agreement. The entities that execute a Facility Addendum are also deemed to be “Customer” and “Manufacturer” (respectively) for all purposes of the Facility Addendum and this Agreement (with respect to the applicable Facility Addendum).
- (b) **Supply Pursuant to Facility Addenda.** During the Term of each Facility Addendum, Manufacturer shall manufacture and supply Product to Customer for the Territory applicable to such Product on the terms and subject to the conditions of this Agreement and the applicable Facility Addendum. The terms of this Agreement shall be incorporated by reference into each Facility Addendum that may be executed by the Parties or, as described in Section 2.1(a), their respective Affiliates. During the term of this Agreement, Customer may request that Manufacturer manufacture and supply to Customer clinical trial material, and the Parties shall negotiate in good faith the terms and conditions of such manufacturing and supply arrangement applying the terms and conditions of this Agreement to the extent mutually agreeable.
- (c) **Hierarchy of Terms; Effect of Amendments.** In the event of a conflict between the terms of any Facility Addendum and the terms of this Agreement, the terms of this Agreement shall govern and control, except to the extent that the applicable Facility Addendum expressly and specifically states an intent to supersede a specific section of this Agreement on a specific matter. Any amendment to the terms of this Agreement contained in a Facility Addendum shall be effective solely with respect to such Facility Addendum, and not with respect to this Agreement or any other Facility Addendum. Any amendment to the terms of this Agreement shall be effective with respect to all Facility Addenda. Except to the extent otherwise expressly stated in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Separation Agreement, the terms of the Separation Agreement shall govern and control.
- (d) **Use of Subcontractors.** Subject to Section 2.2(a), Manufacturer shall manufacture and supply Product itself or through its Affiliates, in each case, at the applicable Facilities (and such other facilities as may be specified in the applicable Facility Addendum with respect to applicable Products). With respect to those Third-Party contractors, subcontractors or service providers used by Manufacturer or its Affiliates in the manufacturing or supply of a given Product immediately prior to the Effective Date, Manufacturer may engage such Third-Party contractors, subcontractors or

service providers to perform the same activities for such Product under this Agreement without first obtaining Customer's prior written consent. For the avoidance of doubt, the use of any Third-Party contractors, subcontractors or service providers other than in the manner expressly permitted pursuant to this [Section 2.1\(d\)](#) must be approved in advance in writing by Customer, such approval not to be unreasonably withheld, conditioned or delayed. Manufacturer shall be liable for all actions and omissions of its contractors, subcontractors and service providers, and any breach of the terms and conditions of this Agreement by such contractors, subcontractors or service providers shall be deemed a breach of the terms and conditions by Manufacturer under this Agreement. For the avoidance of doubt, as of the Effective Date, as between Manufacturer and Customer, Manufacturer will be solely responsible for maintaining and establishing relationships with the Third-Party contractors, subcontractors or service providers used in the manufacturing or supply of Product (other than the manufacturing or supply of Buy-Sell Materials or Customer-Supplied Materials).

(e) Exclusivity.

- (i) Customer Exclusivity. During the Exclusivity Period, on a Product SKU-by-Product SKU and country-by-country basis within the applicable Territory, Customer shall purchase from Manufacturer, in accordance with the terms and conditions of this Agreement, at least the Exclusive Purchase Requirement of its requirements for such Product SKU in such country; provided, however, that In-Flight or Shared Volume Products shall be excluded from the exclusivity requirements set forth in this [Section 2.1\(e\)\(i\)](#). Following the Exclusivity Period (and during the Exclusivity Period, with respect to Product SKU quantities in excess of the Exclusive Purchase Requirement in accordance with the preceding sentence), nothing in this Agreement shall prevent Customer or any of its Affiliates from manufacturing Product for itself, or having Product manufactured by a Third Party, including in amounts in addition to the Purchase Orders for Product issued to Manufacturer in accordance with this Agreement. For clarity and notwithstanding anything contained herein, nothing in this [Section 2.1\(e\)\(i\)](#) (A) is intended to be inconsistent with [Section 2.4\(e\)\(i\)](#) or to otherwise indicate that Customer is subject to any requirement to purchase Product under this Agreement or (B) is intended to prevent Customer from qualifying a back-up supplier for any Product during the Exclusivity Period.
- (ii) Upon request by Manufacturer, which Manufacturer may make from time to time during the Term but not more than once during any quarter of a Fiscal Year, Customer shall provide to Manufacturer within thirty (30) days of such request a certification attesting to Customer's compliance with its Exclusive Purchase Requirement obligations pursuant to [Section 2.1\(e\)\(i\)](#) and signed by a representative of Customer with a title of Vice President or more senior.

2.2 Use of Facility, Equipment, Molds and Tooling.

- (a) Facilities. For each Product, Manufacturer shall perform all manufacturing activities and all storage activities at the Facilities set forth in the Facility Addendum applicable to such Product. Manufacturer may use any other facility for the manufacture and storage of Products if (i) such facility has been approved for such manufacture by all applicable Governmental Authorities and (ii) Manufacturer obtains Customer's prior written consent with respect to the use of such other facility as set forth in Section 4.3(a) (such approval not to be unreasonably withheld, conditioned or delayed). The Parties shall agree to either execute a new Facility Addendum or amend an existing Facility Addendum in order to include such facility. Manufacturer shall notify Customer of its intent to use any alternate facility as soon as reasonably practicable.
- (b) Purchase and Installation of Equipment, Dedicated Change Parts and Tooling. Subject to this Section 2.2(b), Manufacturer shall be responsible for (i) purchasing, installing and validating at the Facilities all new equipment, dedicated change parts and tooling; (ii) modifications to existing equipment, dedicated change parts and tooling necessary for the manufacture, packaging, labeling and Delivery of Product hereunder; and (iii) maintenance of all such equipment, dedicated change parts and tooling, and all costs and expenses associated therewith; provided that in no event shall Manufacturer be required to purchase any new equipment, install any equipment purchased or requested by Customer or add (or, for clarity, allocate or dedicate) any additional manufacturing or storage capacity in connection with Customer's requests for additional capacity for manufacturing or for other activities to be carried out by Manufacturer hereunder not otherwise expressly provided for hereunder or in an applicable Facility Addendum. If Customer makes such a request for additional equipment or capacity, then the Parties shall promptly meet and discuss Customer's request in good faith, including an appropriate allocation of costs between the Parties with respect thereto.

2.3 Capacity.

Subject to Section 2.2(b), Manufacturer shall devote adequate manufacturing capacity to be capable of manufacturing and supplying Product to Customer in accordance with the provisions of this Agreement and the Facility Addenda. Manufacturer shall promptly notify Customer if Manufacturer reasonably believes its existing capacity and demands thereon would prevent it from meeting Customer's anticipated Product requirements as set forth in any Forecast that conforms to the requirements set forth in Section 2.4.

2.4 Forecasts and Purchase Orders.

- (a) VMR Products Forecasting and Purchase Orders. With respect to the VMR Products, the processes and mechanisms by which Forecasts are prepared and Purchase Orders are issued shall be as set forth in the applicable Facility Addenda and the remainder of this Section 2.4 shall not apply with respect to such VMR Products as applicable.
- (b) Make to Order Product Forecasts. Except as otherwise set forth in a Facility Addendum, in each calendar month during the Term of a Facility Addendum, Customer shall provide to Manufacturer a rolling Product SKU-level forecast of its estimated requirements of Make to Order Products for the eighteen (18)-month period commencing with the month in which such forecast is provided (each, a "Forecast"). In the event Customer delivers a Forecast where the allocation of Product requirements over the time period of the Forecast are not consistent with historical trends, at Manufacturer's request, the Parties will meet to discuss the Forecast in good faith in the context of previous allocations of Product requirements. Such Forecasts represent Customer's reasonable estimates of the quantity of Products it will require during the applicable period covered by each such Forecast. Except as otherwise set forth in a Facility Addendum, each Forecast shall be a non-binding forecast and for informational purposes only, except that: (i) the portion of such Forecast covering the first three (3) calendar months reflected therein (the "Binding Forecast Period") shall be binding and shall constitute a firm order for the quantity of each Product specified therein (each, a "Firm Order"), (ii) each of months four (4) through six (6) of a given Forecast may not differ by more than twenty-five percent (25%) (whether positive or negative) from the quantity of such Product set forth in those months in the previous Forecast, and (iii) each of months seven (7) through twelve (12) of a given Forecast may not differ by more than fifty percent (50%) (whether positive or negative) from the quantity of such Product set forth in those months in the previous Forecast. For the avoidance of doubt, (1) this subsection (b) applies to Forecasts for API and Bulk Drug Product and (2) the Forecast with respect to Finished Product shall apply to the roll-up level of the Bulk Drug Product that is incorporated into the Finished Product.
- (c) Make to Order Purchase Orders. Manufacturer shall provide Product to Customer pursuant to Purchase Orders issued by Customer to Manufacturer, which Purchase Orders will be issued on a Product SKU-by-Product SKU basis, not to exceed one (1) Purchase Order per Product SKU per calendar month unless otherwise agreed between the Parties in advance in writing. No verbal communications or e-mail shall be construed to mean a commitment to purchase Product. Customer shall be required to order

pursuant to a Purchase Order at least the amount of Product set forth in the Firm Order for such Product in the applicable calendar month. Manufacturer shall provide to Customer such quantities of Product as may be ordered by Customer pursuant to such Purchase Orders, up to one hundred ten percent (110%) of the quantity set forth in the most recent Forecast for the applicable period. In the event that Customer orders quantities of Product above one hundred ten percent (110%) of the quantity set forth in the most recent Forecast for the applicable period (such quantities above one hundred ten percent (110%) referred to as “Additional Quantities”), Manufacturer shall use its commercially reasonable efforts, but shall not be obligated, to supply such Additional Quantities. For purposes of this paragraph, the most recent Forecast for any given month shall mean the Forecast submitted by Customer in the month prior to the month in which the applicable Purchase Order is issued. All Purchase Orders shall specify the quantity and description of Products ordered, the applicable Facility where such Products will be Delivered, the required delivery date (subject to the provisions of Section 2.4(d)), and the manner of Delivery (including the carrier to be used).

- (d) Delivery Date. Unless expressly set forth to the contrary in a Facility Addendum, Customer will issue Purchase Orders for Product no later than a period equal to the Binding Forecast Period prior to the required delivery date. By way of example only, if the Binding Forecast Period is the first three (3) months of a Forecast with respect to a Product, then Customer will issue Purchase Order for such Product no later than three (3) months prior to the required delivery date.
- (e) No Minimum Purchase Obligation; Minimum Order Quantities.
- (i) *No Obligation*. Without limiting Customer’s obligations under Section 2.1(e), 2.4(b), 2.4(c), 2.4(d) or 2.4(e)(ii), Manufacturer hereby acknowledges and agrees that Customer is not otherwise obligated to purchase any minimum or specific quantity, volume or dollar amount of Product under any Facility Addendum unless expressly set forth in the applicable Facility Addendum.
- (ii) *Minimum Order Quantities*. Notwithstanding Section 2.4(e)(i), Customer acknowledges and agrees that (A) each Purchase Order Customer places hereunder for Product that is either API or Bulk Drug Product shall be equal to, or a whole multiple of, the Batch Size for such applicable Product as set forth in the applicable Facility Addendum and (B) each Purchase Order that Customer places hereunder for Product that is Finished Product shall be equal to or greater than the Minimum Order Quantity for such applicable Product as set forth in the applicable Facility Addendum; provided that, where Customer places Purchase Orders under (B) above that exceed the applicable Minimum Order Quantity, Customer shall

place such Purchase Orders for such excess quantities in Increments above the Minimum Order Quantity as specified in the applicable Facility Addendum. As used herein, “Batch Size” means the production quantity for a given run of a Product SKU and “Increments” means the quantity step change above the applicable Minimum Order Quantity, in each case, as specified in the applicable Facility Addendum.

- (f) Acceptance and Rejection of Orders. Within ten (10) Business Days of receipt of a Purchase Order, Manufacturer may reject such Purchase Order by written notice to Customer only on the basis that it is inconsistent with the terms of this Agreement, including a Purchase Order containing (i) a delivery schedule that is inconsistent with Section 2.4(d), (ii) a Product quantity that is inconsistent with Section 2.4(e)(ii), (iii) a Product quantity that is less than the Firm Order for the applicable period or (iv) subject to Section 2.4(c), a Product quantity that is more than one hundred ten percent (110%) of the Forecast for the applicable period. Manufacturer shall be deemed to have accepted Customer’s Purchase Order for Products in the event it either (a) indicates its acceptance of Customer’s Purchase Order in writing or (b) does not indicate its rejection of a Purchase Order within ten (10) Business Days of receipt pursuant to this Section 2.4(f).
- (g) Changes to Purchase Orders. Purchase Orders, once submitted to Manufacturer, may be amended only by mutual written agreement of the Parties; provided that Manufacturer shall exercise its commercially reasonable efforts to comply with proposed amendments to Purchase Orders that Customer may request after sending a Purchase Order to Manufacturer.
- (h) Cancellations. In the event that Customer cancels all or part of a Purchase Order (provided that a cancellation shall be deemed to have occurred to the extent that Customer fails to issue a Purchase Order with respect to the full amount of Product contemplated by any portion of a Forecast with respect to the Binding Forecast Period) and such cancellation is not due to Manufacturer’s breach of this Agreement or any Facility Addendum, Manufacturer will use good faith efforts to reallocate capacity and mitigate any resultant costs of such cancellation and, unless otherwise set forth with respect to the relevant cancelled Product under the applicable Facility Addendum, Customer will be charged for one hundred percent (100%) of any and all non-cancellable Third-Party costs actually and reasonably incurred by Manufacturer in accordance with this Agreement prior to cancellation for materials or services related to the cancelled portion of the Purchase Order for which reasonably acceptable documentation is submitted by Manufacturer to Customer.
- (i) Conflicts. In the event of any conflict between the provisions of this Agreement and any Customer Purchase Order, Manufacturer’s acceptance form or Manufacturer’s invoice form or any similar such forms, the provisions of this Agreement shall govern and control.

- (j) Product Inventory as of Effective Date. Promptly following the Effective Date, Manufacturer shall provide Customer with a Product inventory report organized by Facility, lot number, remaining shelf life, and such other data points with respect to such Product inventory as Customer may request. For the avoidance of doubt, (i) Manufacturer shall be entitled to fill Purchase Orders with such inventory that complies with the terms and conditions of this Agreement, including Section 5.2, and (ii) the Parties shall meet to discuss in good faith the disposition of all such Product inventory that does not meet the criteria set forth in (i) above.

2.5 **Failure to Supply.**

- (a) Capacity Allocation. In the event that Manufacturer fails to manufacture and deliver Product in accordance with accepted Purchase Orders or applicable Specifications, Manufacturer shall notify Customer promptly, including details of the reasons for the failure and Manufacturer's estimated timeline of when the failure will be corrected. Manufacturer shall be solely responsible for undertaking commercially reasonable measures to minimize any shortage of Product delivered to Customer as a result of such manufacturing issues. If Manufacturer fails to manufacture and deliver Product in accordance with accepted Purchase Orders or applicable Specifications by the delivery date specified in the applicable Purchase Order(s) in accordance with Section 2.4(d), other than due to a Force Majeure Event, (i) for a period of two (2) or more months past such delivery date four (4) or more times in any rolling twelve (12) month period, or (ii) for a period of four (4) or more months past such delivery date on one occasion (each of (i) and (ii), a "Triggering Event"), then Manufacturer shall use its best efforts to allocate on a quarterly basis its manufacturing capacity and Product Materials to the manufacture and supply of Products for Customer on a ratable basis based on the use of each during the twelve (12)-month period immediately preceding such Triggering Event (or either (1) the Term of the applicable Facility Addendum, if the Term is less than twelve (12) months, or (2) such other period set forth in the applicable Facility Addendum); provided that (A) if Customer's Minimum Order Quantity for the applicable Product(s) exceeds its ratable allocation of manufacturing capacity or Product Materials (as applicable) for the applicable quarter, Customer shall continue to accrue its allocation of capacity until such quarter when Customer's allocation of capacity is equal to or greater than its accrued allocation of capacity and (B) this Section 2.5(a) shall not apply to the extent that Customer fails to timely provide adequate Customer-Supplied Materials or Buy-Sell Materials to Manufacturer in accordance with Section 12. For the avoidance of doubt, Manufacturer shall notify Customer promptly in writing of any anticipated Triggering Event when Manufacturer has reason to believe that such Triggering Event is likely to occur and provide such information with respect to such anticipated Triggering Event as Customer may reasonably request.

- (b) Suspension of the Exclusive Purchase Requirement. In the event of a Triggering Event, Customer's Exclusive Purchase Requirement with respect to each and every Product that is the subject of the Triggering Event shall be temporarily suspended until such time as Manufacturer notifies Customer that Manufacturer is able to resume the manufacture and supply of the subject Product(s) on the terms and conditions of this Agreement (such period referred to as the "Exclusive Purchase Requirement Suspension Period"); provided that, (i) during such Exclusive Purchase Requirement Suspension Period, Customer shall use commercially reasonable efforts to limit its orders for the subject Product(s) to the quantities specified in the last Forecast that preceded the Triggering Event for the applicable period(s) and promptly notify Manufacturer in the event and to the extent that Customer's orders exceed such quantities specified in such Forecast and (ii) Customer shall be entitled to take delivery of Product(s) ordered during the Exclusive Purchase Requirement Suspension Period even if such delivery is scheduled for or actually occurs subsequent to the Exclusive Purchase Requirement Suspension Period.
- (c) Modification of the Exclusive Purchase Requirement. Upon the expiration of the Exclusive Purchase Requirement Suspension Period, Customer shall use commercially reasonable efforts to resume ordering from Manufacturer, on a Product-by-Product basis, the subject Product(s) in accordance with Customer's Exclusive Purchase Requirement during the Exclusivity Period.
- (d) Business Continuity. Manufacturer shall maintain a written business continuity plan to be able to assure supply of Product to Customer in the event of a disruption to supply from the primary location or Facility of manufacture, including any disruption resulting from a Force Majeure Event and make such plan available from time to time upon Customer's request.
- (e) Remedies. Customer shall have the right to terminate this Agreement on an affected Product-by-affected Product basis immediately upon written notice to Manufacturer in the event a Triggering Event (under clause (ii) thereof) continues for more than one hundred and eighty (180) days. Customer shall also have the right to cancel orders for any quantities of Product affected by any Triggering Event effective upon notice to Manufacturer, and Customer shall have no further obligations to purchase any such cancelled quantities of Product. In the event a Triggering Event occurs during the Exclusivity Period, Manufacturer shall, at Manufacturer's cost and expense, provide such assistance as is reasonably requested by Customer to assist any alternate manufacturer in meeting Customer's requirements for the Product until Manufacturer has remedied the cause of such Triggering Event and is

able to supply Product to Customer in its requested quantities. Such assistance shall include providing, subject in all cases to Section 2.10(h), Technical Support in respect of the affected Product(s). In the event of a Triggering Event, Manufacturer shall be liable for any actual amounts that Customer is contractually required to pay to any Third-Party customer of Customer that result from Customer's inability to supply the affected Product to such Third-Party customer as a direct result of such Triggering Event; provided that (1) Customer shall provide to Manufacturer appropriate evidence of such amounts (including invoices from the applicable customers) and the applicable contractual requirements (redacted, in each case, of information pertaining to pricing and other commercial terms that are not directly related to the claimed amounts), it being understood and agreed that, upon request, Manufacturer will enter into customary confidentiality arrangements prior to such information being shared and (2) Manufacturer shall not be liable for any such amounts in the aggregate in any Fiscal Year in excess of the aggregate Conversion Cost Markup during such Fiscal Year with respect to all Products manufactured at the Facility that is the subject of the applicable Triggering Event. "Conversion Cost Markup" means, for a Product for any Fiscal Year, ten percent (10%) of the product of (A) Manufacturer's Standard Conversion Cost for such Product for such Fiscal Year and (B) the quantity of such Product ordered by Customer for delivery during such Fiscal Year. The rights of Customer set forth in this paragraph are in addition to any other rights set forth in this Agreement.

2.6 Delivery; Risk of Loss.

- (a) Delivery. Unless otherwise set forth in the applicable Facility Addendum, Manufacturer shall deliver Product to Customer FCA (Incoterms 2010) at the applicable Facility, and all Purchase Orders will be deemed to have been completed when the quantity of Product made available to Customer at the applicable Facility is between ninety percent (90%) and one hundred and ten percent (110%) of the quantity of Product set forth in any accepted Purchase Order (each such event, a "Delivery"). Delivery shall occur by or within the delivery date(s) set forth in the applicable Purchase Order or such other date as may be agreed to in writing by the Parties from time to time. Without limiting Customer's rights and remedies under Section 4.8, Manufacturer acknowledges and agrees that, unless such early Delivery was agreed upon by the Parties in writing, Manufacturer shall provide Customer with such data as Customer may reasonably request from time to time for measures of key performance indicators (KPI).
- (b) Certificates of Compliance. Manufacturer shall include certificates of compliance and certificates of analysis with all Delivery of Product or prior to Delivery upon reasonable request of Customer.

- (c) Title. Unless otherwise set forth in the applicable Facility Addendum, title to Product and risk of loss or damage shall pass to Customer upon Delivery to Customer pursuant to Section 2.6(a).

2.7 **Procurement of Materials.**

- (a) Manufacturer shall order and maintain sufficient quantities of all Product Materials, including safety stock as required by the applicable Facility Addendum, to enable Manufacturer to manufacture and Deliver Product in accordance with its Delivery obligations under this Agreement and the applicable Facility Addendum. With respect to those Third Party suppliers of Product Materials used by Manufacturer or its Affiliates in the ordinary course in the manufacturing or supply of a given Product immediately prior to the Effective Date (“Manufacturer Third Party Suppliers”), Manufacturer shall be permitted to purchase solely the same Product Materials from such Manufacturer Third Party Suppliers in connection with its activities under this Agreement without first obtaining Customer’s prior written consent. Any other Third-Party supplier for Product Materials (or procurement of a different Product Material from any Third-Party supplier) must be approved in advance in writing by Customer (such approval not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, as of the Effective Date, as between Manufacturer and Customer, Manufacturer will be solely responsible for maintaining and establishing relationships with the Third-Party suppliers of Product Materials. The costs of all such Product Materials shall be included in the Price of the applicable Product.
- (b) Unless otherwise set forth in the applicable Facility Addendum for a specific Product, Customer shall have no liability for excess or obsolete Product Materials purchased by Manufacturer, (x) except as set forth in Section 2.4(h) or Section 7.9 or (y) unless the excess or obsolescence is caused by a change to the specifications for such Product Materials or the Specifications of a given Product in accordance with this Agreement after such Product Materials have been purchased by Manufacturer based upon a Firm Order or accepted Purchase Order).
- (c) Customer understands and acknowledges that (i) certain Product Materials have a limited shelf-life, are long lead time items, and are subject to minimum order quantities specified by the applicable supplier and (ii) Manufacturer will rely on the Firm Orders and Forecasts to order Product Materials required to meet the Firm Orders (plus safety stock for certain Product Materials of a Product as reasonably determined by Manufacturer). In addition, Customer understands that, to ensure an orderly supply of the Product Materials, Manufacturer may elect to purchase the Product Materials in sufficient volumes to meet the production requirements for Products during part or all of the forecasted periods; provided, however, that Customer shall not have any liability with respect to any purchase by Manufacturer or any of its Affiliates of labeling or packaging materials (including labels, cartons and leaflets) in excess of the amount required to meet the Firm Order applicable at such time plus the amount of applicable Product forecasted to be ordered in months four (4) through six (6) of the Forecast applicable at such time.

- (d) Manufacturer must review with Customer any assessment made (or related action proposed to be taken) by Manufacturer related to rejection or destruction of any Customer-Supplied Materials, Buy-Sell Materials, Product, or Product Materials intended for Customer's Product to discuss viability for commercial use.

2.8 Product Samples.

If representative lot samples of production batches of Product are requested by Customer in order to satisfy its obligations under applicable Law, including any regulatory requirements, or to any Governmental Authority, then Manufacturer shall provide Customer (or any such Third Party as Customer shall designate) with representative lot samples of each production batch of Product promptly upon Customer's request. Customer shall be entitled to review, upon reasonable prior written notice, all manufacturing Records relating to such samples, including all analytical procedures and cleaning validation relating to the equipment used in connection with the manufacture of the samples. Such Product samples shall be Delivered to Customer (or such Third Party as Customer shall designate) in accordance with the provisions set forth in Section 2.6(a) and at the Price as determined in accordance with the terms of Section 3. Customer shall pay for such samples when invoiced in accordance with Section 3.5.

2.9 Storage.

Manufacturer will store Products, Buy-Sell Materials, Product Materials, and Customer-Supplied Materials in accordance with the requirements of the Quality Agreement. With respect to those Third-Party warehouses used by Manufacturer or its Affiliates in the ordinary course for the storage of a given Product, Buy-Sell Materials, Product Materials, or Customer-Supplied Materials immediately prior to the Effective Date, Manufacturer may engage such Third-Party warehouse to perform the solely same activities for such Product, Buy-Sell Materials, Product Materials, and Customer-Supplied Materials under this Agreement without first obtaining Customer's prior written consent. The use of any Third Party warehouse for the storage of any Product, Buy-Sell Materials, Product Materials, or Customer-Supplied Materials other than in the manner expressly permitted pursuant to this Section 2.9 must be approved in advance in writing by Customer, such approval not to be unreasonably withheld, conditioned or delayed. Manufacturer shall obtain the right for Customer to audit, at Customer's expense, any such Third-Party warehouse upon reasonable prior advance written notice and during normal business hours. Manufacturer has no obligation to store Product more than fifteen (15) Business Days following the requested delivery date for such Product; provided that (a) Manufacturer shall be obligated to store Product for such longer

period as may be reasonably necessary for Customer to arrange transportation for such Product in the event that Manufacturer experiences delays in the manufacture, release, or supply of a particular Product that results in the delivery of a quantity of Product that exceeds historical or Forecast quantities of Product for the applicable period and; (b) with respect to any Product that Customer reasonably believes should not be released by Manufacturer, Manufacturer shall store such Product until the Parties' definitive resolution pursuant to this Agreement and the Quality Agreement as to whether such Product should be released. At the expiration of the applicable time frame in the preceding sentence, notwithstanding any provision of this Section 2.9 to the contrary, Manufacturer may transport and store the subject Product at a Third-Party warehouse at Customer's expense.

2.10 Transitional Support.

- (a) On a Product-by-Product basis, Customer may elect, upon written notice to Manufacturer, for Manufacturer to provide Customer with reasonable technical support, as more fully set forth in this Section 2.10, to transfer production of a given Product or Products to a Customer facility or a facility of an alternative source of supply as designated by Customer (such support, "Technical Support" and such facility, the "Receiving Site"). Customer may make such election for Technical Support at any time during the Term (including in the event of a Triggering Event under Section 2.5(a) or in advance of any expiration of this Agreement) or promptly after the termination or expiration of this Agreement but in no event more than ninety (90) days following the effective date of such termination or expiration. Such reasonable Technical Support shall consist of:
- (i) supply of a technical package to facilitate the transfer of all relevant manufacturing information for such Product(s) to the Receiving Site, including formulation descriptions, manufacturing instructions, Specifications, methods, data required for applicable regulatory submissions and facility qualification, and material supplier information, as applicable, except for any information that is subject to confidentiality obligations owing to a Third Party; provided that the technical package will not include any manufacturing information, including formulation descriptions, manufacturing instructions, Specifications, methods and material supplier information, that is generally available to or known by the public, can be obtained on reasonable terms from Third Parties or is already available or being utilized by Customer or its Affiliate at one of Customer's or its Affiliate's facilities;
 - (ii) host site visits to the Manufacturer's Facility by Customer to observe production of the applicable Product or Products, in each case, at a mutually agreed date and subject to confidentiality procedures or requirements as may be requested or implemented by Manufacturer; provided that the request for each such visit shall be made so as to allow for sufficient advance preparation time and can be accommodated in the requested timeframe without interruption to Manufacturer's routine production or operations;

- (iii) performance of high-level consultation and answering reasonable queries for Customer through the transfer process; and
 - (iv) provision of reasonable Product samples required under applicable Law for transfer activities.
- (b) Customer shall be responsible for identifying and requesting any and all Technical Support that is required from Manufacturer to assure such technology transfer is successful.
- (c) The Parties shall reasonably cooperate and mutually agree to facilitate the provision of any additional reasonable Technical Support with respect to the applicable Product or Products to Customer, including assistance through the transfer process, Manufacturer Personnel visits to the Receiving Site and training and troubleshooting during the Receiving Site's first production run of the applicable Product or Products, in each case, as and to the extent reasonably agreed by Manufacturer in each instance (and subject to Sections 2.10(d), 2.10(e) and 2.10(f)).
- (d) The Parties will work together in good faith to plan for upcoming and ongoing Technical Support needs and to accommodate such plans in order to maintain ongoing business continuity. In addition, Manufacturer shall have no obligation to hire or retain any individuals or make any capital expenditures in connection with Technical Support, and Manufacturer's obligation to provide Technical Support is contingent upon the continued employment by Manufacturer of those individuals capable of providing such Technical Support. Manufacturer may terminate its obligation to provide any Technical Support with respect to the applicable Product under this Agreement if Customer or any of its Affiliates hires any Manufacturer Personnel involved in providing Technical Support to Customer hereunder (without limiting any applicable non-solicitation obligations of Customer pursuant to the Business Combination Agreement).
- (e) Customer shall be solely responsible for any and all regulatory or other Governmental Authority requirements, activities and related costs and expenses that arise in conjunction with any Technical Support, technology transfer of production or production of each Product to or at the Receiving Site. These activities may also include, but are not limited to, creation of additional data or technical information, analytical method modifications or other work of a technical nature required to support regulatory queries or contemporary standards and guidelines driven by the manufacturing transfer (subject to Section 8.2).

- (f) Subject to Section 2.5(e), Customer is responsible for, and shall promptly reimburse Manufacturer for, any and all reasonable out-of-pocket costs and expenses incurred by or on behalf of Manufacturer in connection with any Technical Support provided to Customer under this Agreement, including employee costs to be charged at a rate that reasonably approximates the cost of providing the Technical Support, without any intent to cause Manufacturer to make profit or incur loss.
- (g) With respect to each Product for which Manufacturer provides Technical Support under this Agreement, Manufacturer shall provide to Customer any analytical materials and methods in Manufacturer's possession or control that are required in connection with disclosures to any applicable Governmental Authority to qualify the applicable Product Materials, Buy-Sell Materials, or Customer-Supplied Materials for such Product or such Product itself for release testing to meet the then-current applicable marketing authorization, in each case, subject to Section 13.
- (h) Nothing in this Agreement shall require Manufacturer to provide more than 75 hours per calendar year per Product in connection with any Technical Support. Notwithstanding anything to the contrary herein, except as expressly provided in Section 2.10(g), Manufacturer shall have no obligation to disclose, license or otherwise provide confidential or proprietary information of Manufacturer, its Affiliates or any Third Party in connection with this Agreement or any Technical Support or technology transfer therein.

3. Price; Payment; Price Adjustments; Taxes.

3.1 Price.

- (a) Initial Price. On a Fiscal Year-by-Fiscal Year basis, Customer shall purchase each Product from Manufacturer at the Price for such Product for such Fiscal Year, as determined in accordance with the terms of this Section 3. The Price for each Product during the Initial Price Term (such Price, the "Initial Price" for such Product) is set forth in the Facility Addendum for such Product. Following the Initial Price Term, the Price of such Product may be adjusted only as set forth in Section 3.1(b) and Section 3.2.
- (b) Price in Extension Periods. In the event that Customer elects to extend the Initial Term of the Agreement or of a Facility Addendum, the Price for each applicable Product in any Extension Period shall be one hundred percent (100%) of Manufacturer's Standard Product Materials Cost *plus* one hundred and ten percent (110%) of Manufacturer's Standard Conversion Cost of such Product, each for the initial Fiscal Year of the first Extension Period with respect to such Product. During each Extension Period, the Price of such Product may be adjusted as set forth in Section 3.2; provided that the initial Fiscal Year of the first Extension Period shall operate as the Facility Conversion Cost Baseline Fiscal Year (as defined below).

- (c) Subject to the limitations and conditions set forth in this Agreement, it is the intention of the Parties that the Price of each Product reflects one hundred percent (100%) of Manufacturer's Standard Product Materials Cost *plus* one hundred and ten percent (110%) of Manufacturer's Standard Conversion Cost of such Product. The Price for each Product will be set forth in the currency specified in the applicable Facility Addendum.
- (d) Changes to the Standard Cost Methodology. Manufacturer shall have the right to change the Standard Cost methodology once per Fiscal Year; provided that any change shall be consistent with the Accounting Method and applied across all products manufactured at the applicable Facility. If Manufacturer elects to change the Standard Cost methodology, Manufacturer shall calculate both (i) the revised Standard Cost using the methodology effective during the then-current Fiscal Year of the Term of the applicable Facility Addendum and (ii) the percentage change in Standard Cost caused by the change in methodology relative to the former methodology. If such Standard Cost methodology change results in an increase of Facility Conversion Cost for Products manufactured for Customer of more than two percent (2%), then Manufacturer shall revert to the former methodology for purposes of the calculation of Price during such Fiscal Year.

3.2 **Price Adjustment.**

- (a) Product Materials Adjustment.
 - (i) On a Facility-by-Facility basis, with respect to each full Fiscal Year of the Term of the applicable Facility Addendum, the Price of each Product manufactured at the applicable Facility will be updated to reflect one hundred percent (100%) of the full estimated amount of the increase or decrease in the cost of Product Materials for each such Product.
 - (ii) In each Fiscal Year of the Term of this Agreement, Manufacturer shall submit a report to Customer by no later than the end of the first quarter of such Fiscal Year setting out the Facility Actual Product Materials Cost with respect to each Facility for the prior Fiscal Year. In the event that the Facility Actual Product Materials Cost differs from the Facility Estimated Product Materials Cost, when adjusted to reflect actual volume, then Manufacturer shall issue either (A) an invoice to Customer for any amounts owed by Customer to Manufacturer or (B) a credit memo for amounts owed by Manufacturer to Customer reflecting the difference between the Price as invoiced and an adjusted Price for such Fiscal Year;

provided, however, that any such adjustment made in accordance with the foregoing shall be subject in all cases to the provisions of Section 3.2(e). Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement.

(b) Conversion Cost Adjustments.

- (i) Subject to the remainder of this Section 3.2(b), on a Facility-by-Facility basis, if the Facility Conversion Costs of a Facility during any Fiscal Year following the first full Fiscal Year of the Term of the applicable Facility Addendum (such Fiscal Year, a "Facility Conversion Cost Adjustment Fiscal Year") are estimated to be (a) less than seventy-five percent (75%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year (as defined below) or (b) greater than one hundred and twenty-five percent (125%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year (clauses (a) and (b) referred to collectively as the "Facility Conversion Cost Threshold"), when adjusted to reflect a constant volume between the Facility Conversion Cost Adjustment Fiscal Year and the Facility Conversion Cost Baseline Fiscal Year, then the Price for such Product will be updated beginning with such Facility Conversion Cost Adjustment Fiscal Year to reflect one hundred and ten percent (110%) of the increase or decrease in Facility Conversion Costs. An example calculation of the foregoing Price adjustment is attached hereto as Attachment G. Subject to the last sentence of Section 3.1(b), the "Facility Conversion Cost Baseline Fiscal Year" shall be, as of the Effective Date, 2019 budget volumes and costs as summarized in the applicable Facility Addenda; provided that in each instance in which the Price is adjusted in accordance with the immediately preceding sentence of this Section 3.2(b)(i), the Facility Conversion Cost Baseline Fiscal Year shall be the applicable Facility Conversion Cost Adjustment Fiscal Year.
- (ii) In the event that Price is adjusted as a result of a change to Facility Conversion Cost under Section 3.2(b)(i), the Facility Conversion Cost Threshold for all remaining Fiscal Years in the Initial Term (or Extension Periods as appropriate) will be reduced such that if Facility Conversion Costs of a Facility during any Facility Conversion Cost Adjustment Fiscal Year are estimated to be (a) less

than eighty percent (80%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year or (b) greater than one hundred and twenty percent (120%) of the Facility Conversion Costs for the Facility Conversion Cost Baseline Fiscal Year, then the Price for such Product will be updated beginning with such Facility Conversion Cost Adjustment Fiscal Year to reflect the full estimated amount of the increase or decrease in Conversion Cost.

- (iii) Notwithstanding anything to the contrary in this Section 3.2(b), Manufacturer shall not have the ability to adjust the Price to reflect actual volume for Products in a Facility to the extent that Customer has reduced its demand for one or more Products in such Facility due to Manufacturer's breach of or other failure to supply under this Agreement or the applicable Facility Addendum.
- (iv) In each Fiscal Year following the first full Fiscal Year of the Term of this Agreement, Manufacturer shall submit a report to Customer by no later than the end of the first quarter of such Fiscal Year setting out the actual volume of Product for each Facility for the prior Fiscal Year. In the event that the actual Facility Conversion Costs demonstrate that the then applicable Facility Conversion Cost Threshold has been exceeded, and Manufacturer had not previously adjusted the applicable Price in accordance with this Section 3.2(b) to account for such adjustment, then Manufacturer shall either issue (A) an invoice to Customer for any amounts owed by Customer to Manufacturer or (B) a credit memo for amounts owed by Manufacturer to Customer reflecting the difference between the Price as invoiced and the adjusted Price for such Fiscal Year; provided, however, that any such adjustment made in accordance with the foregoing shall be subject in all cases to the provisions of Section 3.2(b)(iii). For clarity, any amount owed by Customer to Manufacturer or owed by Manufacturer to Customer shall be one hundred and ten percent (110%) of Manufacturer's Conversion Cost, reduced by a 20% allowance for variable costs. Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement.

- (c) Notwithstanding the above, the price for Buy-Sell Materials will be updated annually in each year following the first Fiscal Year to reflect one hundred percent (100%) of the full estimated amount of the cost of Buy-Sell Materials to Manufacturer. Customer may not change the price of Buy-Sell materials during any Fiscal Year. Upon any notification by Customer to Manufacturer of any reduction in the price of Buy-Sell Materials for the upcoming Fiscal Year, Manufacturer shall submit to Customer an inventory of such Buy-Sell Materials on hand and a calculation of the positive difference between the aggregate price for such Buy-Sell Materials applying the price for the current Fiscal Year and the aggregate price for such Buy-Sell Materials applying the price for the upcoming Fiscal Year. Customer shall promptly and in no event later than forty-five (45) days issue to Manufacturer a credit memo in the amount of such positive difference reflected in Manufacturer's notice.
- (d) The increases or decreases described in this Section 3.2 shall be determined by Manufacturer in a manner consistent with the accounting methodologies used by Manufacturer as of the Effective Date and shall be based on the applicable Forecasts provided by Customer in July of the applicable Fiscal Year and applied consistently across Manufacturer's entire manufacturing operations for the full Facility.
- (e) Manufacturer shall notify Customer of any estimated expected changes to Prices for the upcoming Fiscal Year by no later than June 1 of the then-current Fiscal Year and shall notify Customer of any actual changes to Prices for the upcoming Fiscal Year by no later than October 30 of the then-current Fiscal Year. Between June 1 and October 30, the Parties will engage in ongoing discussions to ensure that any final changes to Prices for the applicable Fiscal Year conform to the terms and conditions of this Agreement. Manufacturer will promptly respond to Customer's inquiries regarding any proposed changes to the Price of Products and provide reasonable documentation to Customer supporting the estimated or actual change in such Prices. Any actual, adjusted Price of each Product shall become effective on the first day of the first month of such upcoming Fiscal Year.
- (f) Any disputes relating to changes in Price for a given Product will be resolved pursuant to Section 3.4.

3.3 Cost Improvement.

At Customer's reasonable request, Manufacturer and Customer agree to discuss in good faith the implementation of possible cost reduction opportunities with the objective to reduce the net Price of Product. Without limiting the generality of the foregoing, Manufacturer shall use commercially reasonable efforts to reduce the price of Product Materials.

3.4 Price Review and Audit Procedure.

- (a) Manufacturer shall maintain complete and accurate Records that fairly reflect the relevant costs and calculations used to determine the Price of each Product and shall retain such Records for a period of not less than three (3) years after the applicable Product was manufactured and delivered hereunder. With respect to a Price change under Section 3.2 for any Product in an upcoming Fiscal Year, if Customer requests such a review in writing within thirty (30) days following notice to Customer of such change, then: (i) the Parties shall reasonably discuss and attempt to resolve any disagreement with respect thereto and (ii) if such disagreement is not resolved within thirty (30) days following commencement of such discussions, Customer shall have the right, no more than one (1) time per Fiscal Year each for the subject of (1) and (2) below and on no less than thirty (30) days' notice to Manufacturer, to appoint a reputable and internationally recognized independent Third-Party audit firm reasonably acceptable to Manufacturer (and which agrees to be bound by Manufacturer's customary confidentiality agreement) to audit such relevant Records, during normal business hours and on a confidential basis, to verify that, either (1) the change in the relevant Products' Price for an applicable Facility for the upcoming Fiscal Year, as applicable, or (2) the true-up determination with respect to (x) the estimated and actual Facility Conversion Costs of a Facility with respect to any Fiscal Year or (y) the Facility Estimated Product Materials Cost and the Facility Actual Product Materials Cost with respect to any Fiscal Year, was accurately and equitably calculated by Manufacturer in accordance with this Agreement; provided that Customer shall be deemed to have waived its right for such a review if Customer does not make such request within thirty (30) days following delivery of Manufacturer's notice to Customer of such increase. For the avoidance of doubt, any such audit initiated by Customer in accordance with clause (ii) above shall include in the scope of audit all of the Products manufactured at the applicable Facility, and not be limited in scope to the discrete Product(s) in question. Subject to Section 3.4(b)(2), Customer shall bear all costs and expenses of conducting such an audit, and such accounting firm shall work on an hourly or flat fee basis without a contingency fee or other performance or bonus fee. Such accounting firm shall, as promptly as practicable, provide in writing (I) a detailed report of such audit to Manufacturer and (II) a separate report limited to the Price for the subject Products in the relevant Fiscal Year as calculated by such accounting firm in accordance with this Agreement to Manufacturer and Customer. The Price for the Products during a Fiscal Year, as calculated by such accounting firm, absent any manifest error, shall be binding upon the Parties with respect to such increase or required payment, as applicable; provided that, within fifteen (15) days of receipt of the audit report, Manufacturer shall have the right to dispute such Price or calculation thereof by submitting written notice to Customer and the accounting firm accompanied by information supporting Manufacturer's position. Within thirty (30) days of receipt of Manufacturer's notice of dispute, the accounting firm shall issue its final findings with respect to the Price for the relevant Product in the relevant Fiscal Year and such decision, absent manifest error, shall be binding upon the Parties.

- (b) If, as a result of any audit by Customer pursuant to Section 3.4(a), the aggregate Price calculated by the accounting firm with respect to all Products manufactured at the applicable Facility for a Fiscal Year is:
- (i) less than ninety-five percent (95%) of the aggregate Price for all such Products established by Manufacturer pursuant to Section 3.2 for such Products during such Fiscal Year, then, if Customer has made payments to Manufacturer for such Products at the higher Price established by Manufacturer during such Fiscal Year, Manufacturer shall refund to Customer the overpayment made by Customer; or
 - (ii) more than one hundred and five percent (105%) of the aggregate Price for all such Products established by Manufacturer pursuant to Section 3.2 for such Products during such Fiscal Year, then, if Customer has made payments to Manufacturer for such Products at the lower Price established by Manufacturer for such period, Customer shall promptly pay Manufacturer for the amount of the underpayment that should have been paid by Customer;
- in each case of clauses (i) and (ii), (1) such payment to be made within forty-five (45) days of the owing Party's receipt of the relevant detailed report and final Price pursuant to Section 3.4(a) and (2) Manufacturer shall be responsible for payment of the applicable accounting firm's reasonable and actual fees in connection with such audit.

3.5 **Invoices and Payment.**

Manufacturer shall submit invoices to Customer upon Delivery of Product. All invoices for Products will be in functional currency unless otherwise specified in the applicable Facility Addendum, and all undisputed payments hereunder shall be in full and be made without any withholding, offset or any other deductions. Manufacturer shall include the following information on all invoices: (a) the applicable Purchase Order number and billing address; (b) the quantity of Product delivered (and where applicable, the type, description or part number, if any); (c) the required delivery date specified in the applicable Purchase Order; (d) the actual date of Delivery; (e) the Price; (f) any applicable Taxes, transportation charges or other charges provided for in the applicable Purchase Order; (g) the applicable invoice number; and (h) the Delivery Facility, unless otherwise specified in the Facility Addendum. Subject to Customer's rights under Section 4.8 to reject Non-Complying Product or Product that is not otherwise Delivered in accordance with the terms of and conditions of this Agreement, Manufacturer shall invoice Customer for Product upon Delivery of the applicable Product in accordance with Section 2.6(a). Customer shall be obligated to pay only for actual quantities of

Product delivered. Unless otherwise set forth in the applicable Facility Addendum with respect to a particular Product or Products, Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within forty-five (45) calendar days from the date of the invoice. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute, and in such event Customer shall notify Manufacturer of the amount and nature of the dispute. Payment by Customer of any amount reflected in any invoice shall not result in a waiver of any of Customer's rights under this Agreement. If any payment required to be made under this Agreement is not made within twenty (20) days of the applicable date when such payment is due (the "Late Payment Date"), interest shall accrue on such past due amount from the Late Payment Date until the date payment is actually made at a quarterly rate equal to the lesser of (i) the Three-Month U.S. dollar LIBOR (Reuters Page LIBOR01) on the Late Payment Date (or the next Business Day if such Late Payment Date is not a Business Day), and (ii) the maximum rate permitted by applicable Law. Time for any payments hereunder shall be of the essence.

3.6 Taxes.

- (a) All sums payable under this Agreement are exclusive of any amount in respect of VAT. If any action of one Party (the "Supplier") under this Agreement constitutes, for VAT purposes, the making of a supply to another Party (or a member of that Party's Group) (the "Recipient") and VAT is or becomes chargeable on that supply, the Recipient shall pay to the Supplier, in addition to any amounts otherwise payable under this Agreement by the Recipient, a sum equal to the amount of the VAT chargeable on that supply against delivery to the Recipient of a valid VAT invoice issued in accordance with the laws and regulations of the applicable jurisdiction.
- (b) Without duplication of amounts covered by Section 3.6(a), Customer (or the applicable Affiliate) shall be responsible for all VAT, sales, goods and services, use, gross receipts, transfer, consumption and other similar Taxes (excluding, for clarity, Taxes imposed on net income, profits and gains and franchise Taxes), together with interest, penalties and additions thereto ("Service Taxes"), imposed by applicable taxing authorities on the direct sale of Products to Customer or any of its Affiliates or any payment hereunder; provided that such Service Taxes are shown on a valid invoice. If Manufacturer or any of its Affiliates is required to pay any part of such Service Taxes, Manufacturer shall provide Customer with evidence that such Service Taxes have been paid, and Customer (or its applicable Affiliate) shall reimburse Manufacturer for such Service Taxes. Manufacturer shall, upon the reasonable request of Customer, promptly revise any invoice to the extent such invoice was erroneously itemized or categorized. Each Party shall, and shall cause its Affiliates to, use commercially reasonable efforts to (i) minimize the amount of any Service Taxes imposed on the provision of Services hereunder, including by availing itself of any available exemptions from or reductions to any such

- Service Taxes, and (ii) cooperate with the other Party in providing any information or documentation that may be reasonably necessary to minimize such Service Taxes or obtain such exemptions or reductions. If at any time Manufacturer (or any of its Affiliates) receives a refund (or credit or offset in lieu of a refund) of any Service Taxes borne by Customer (or any of its Affiliates), then Manufacturer or its Affiliate receiving such refund or utilizing such credit or offset shall promptly pay over the amount of such refund, credit or offset (net of all reasonable related out-of-pocket costs, expenses and Taxes incurred in respect thereof) to Customer or its applicable Affiliate, it being understood that Customer and its applicable Affiliate shall be liable for (x) any subsequent disallowance of such refund, credit or offset and any related interest, penalties or additions thereto and (y) any reasonable out-of-pocket costs and expenses related to such disallowance.
- (c) The Parties and their Affiliates shall reasonably cooperate to determine whether any Tax withholding applies to any amounts paid under this Agreement and, if so, shall further reasonably cooperate in (i) minimizing the amount of any such withholding Taxes, including by availing itself of any available exemptions from or reductions to any such withholding Taxes, (ii) providing any information or documentation that may be reasonably necessary to minimize such withholding Taxes or obtain such exemptions (including, without limitation, pursuant to any applicable double taxation or similar treaty) or (iii) receiving a refund of such withholding Taxes or claiming a Tax credit therefor. If any such withholding is required by applicable Law, the paying Party (or its applicable Affiliate) shall properly and timely withhold and remit such Taxes to the applicable taxing authority and use reasonable efforts to provide the other Party with a copy of any receipt (where it is common practice for the applicable taxing authority to provide such a receipt) or other documentation confirming such payment, and such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the receiving Party (or its applicable Affiliate). The paying Party (or its applicable Affiliate) shall not be required to “gross up” any amounts invoiced to the paying Party to account for, or otherwise compensate the receiving Party (or its applicable Affiliate) for, any Taxes that are required to be withheld under applicable Law.
- (d) Where a Party or any member of its Group is required by this Agreement to reimburse or indemnify the other Party or any member of its Group for any cost or expense, the reimbursing or indemnifying Party (or the applicable member of its Group) shall reimburse or indemnify the other Party (or the applicable member of its Group) for the full amount of the cost or expense, inclusive of any amounts in respect of VAT imposed on that amount to the extent properly reflected on a valid invoice, except to the extent that the reimbursed or indemnified Party reasonably determines that it (or such member of its Group), or a member of the same group as it (or such member of its Group) for VAT purposes, is entitled to credit for or repayment of that VAT from any relevant taxing authority.

- (e) For purposes of this Agreement, and except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement, and in the event of any inconsistency between the Tax Matters Agreement and this Agreement with respect to Tax matters, the Tax Matters Agreement shall control.

3.7 **No Duplicative Payments.** Notwithstanding anything to the contrary in this Agreement, no Party (or Affiliate thereof) shall enjoy a duplicative right, entitlement, obligation, or recovery with respect to any matter arising out of the same facts and circumstances.

4. **Manufacturing Standards and Quality Assurance.**

4.1 **Quality Agreement.**

On a Facility-by-Facility and Product-by-Product basis, the Parties will comply with the requirements and provisions set forth in the Quality Agreement applicable to the applicable Facility and Product, the form of which has been attached hereto as Attachment B and, through such attachment, made a part hereof. In the event of a conflict between the terms of the applicable Quality Agreement and the terms of this Agreement, the terms of the Quality Agreement shall govern and control for all quality and regulatory compliance matters and the terms of this Agreement shall govern and control for all other matters.

4.2 **Manufacturing Standards.**

Manufacturer shall manufacture and supply each Product (including disposing of all Waste and other materials) in accordance with all applicable Specifications, applicable Laws, requirements under the applicable Quality Agreement, and this Agreement.

4.3 **Manufacturing Changes.**

- (a) **Discretionary Changes.** Subject to Section 4.3(b), in the event that either Party desires to change, revise, modify or otherwise alter the Specifications, manufacturing processes, Product Materials, Buy-Sell Materials, Customer-Supplied Materials, or Facilities with respect to a given Product in any manner (each, a "Manufacturing Change"), the Party desiring the Manufacturing Change shall notify the other Party in writing of the proposed Manufacturing Change and the Parties will promptly meet to discuss, in good faith, the feasibility of implementing such Manufacturing Change and the allocation of costs between the Parties for such Manufacturing Change; provided that the requested Manufacturing Change will not be implemented unless and until the Parties mutually agree in writing to implement such Manufacturing Change. Unless otherwise agreed upon by the Parties, the Party requesting the Manufacturing Change will be responsible for, and will bear the costs of, any filings or other actions that either Party must take with the applicable Governmental Authority as a result of such Manufacturing Change.

- (b) **Required Changes.** If, at any time, a Manufacturing Change is required by a Governmental Authority in a country in which Regulatory Approval for a given Product has been granted, a Governmental Authority in a country in which Customer seeks to obtain Regulatory Approval for a given Product, or a Governmental Authority in the country in which the Facility that manufactures a given Product is located, then the Party that first has knowledge of the required Manufacturing Change shall notify the other Party in writing of such required Manufacturing Change, and Manufacturer will review such Manufacturing Change with Customer. Manufacturer will bear all costs and expenses associated with implementing the Manufacturing Change, unless such Manufacturing Change relates solely to a Product or Products manufactured for Customer (including any required labeling changes), in which case Customer will bear all costs and expenses associated with implementing such Manufacturing Change for such Product, including any changes to labeling or packaging, but only to the extent such costs are reasonable and documented.

4.4 Pest Control.

Manufacturer shall manufacture all Products, and Manufacturer shall store all Product Materials, Buy-Sell Materials, Customer-Supplied Materials, and all Products, in a clean, dry area, free from insects and rodents, in a manner to prevent entry of foreign materials and contamination of Product. Manufacturer's pest control measures shall include the adequate cleaning of the Facility, control of food and drink, protection of Product from the environment, monitoring of flying and crawling pests and logs detailing findings and actions taken. Manufacturer's pest control program shall be detailed in a written procedure which complies with applicable Laws, including cGMPs, and which shall be subject to review and approval by Customer. If Customer has specific concerns about procedures in place at any Facility, Customer will present such issues in its audit findings and the Parties will discuss in good faith a mutually agreeable plan for resolution of such issues. Failure of Manufacturer to comply with this Section 4.4 shall be deemed a material breach of this Agreement.

4.5 Legal and Regulatory Filings and Requests.

- (a) Manufacturer shall reasonably cooperate with Customer in responding to all requests for information from, and in making all legally required filings with, Governmental Authorities in the Territory having jurisdiction to make such requests or require such filings. Manufacturer shall: (a) obtain and comply with all licenses, consents and permits required under applicable Laws in the Territory (and Manufacturer shall provide Customer with a

copy of all such licenses, consents and permits that are material upon Customer's reasonable request); and (b) comply with all applicable Laws in the Territory with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Upon Customer's request, Manufacturer shall apply for and obtain Certificates of Pharmaceutical Production ("CPP") from the Governmental Authorities of the country where the Facility is located, such CPPs to be issued to countries where CPPs according to Customer's opinion are required. Manufacturer shall pay all reasonable costs necessary to obtain such CPPs and be entitled to be reimbursed against invoice by Customer at cost; provided that Manufacturer shall make good faith efforts to consolidate its invoices for such reimbursement for CPPs and submit to Customer on a Fiscal Year quarterly basis.

- (b) In the event that Customer wishes to extend the Territory with respect to a certain Product, Customer shall notify Manufacturer of such request and Manufacturer shall consider Customer's request in good faith. For the avoidance of doubt, in the event that the Parties agree to extend the Territory with respect to a certain Product, any resulting Manufacturing Change shall be treated as a discretionary Manufacturing Change and governed by Section 4.3(a).

4.6 Quality Tests and Checks.

Manufacturer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of a given Product and any tests or checks required by the Specifications, the Quality Agreement, applicable Facility Addendum or applicable Laws. With respect to any Product manufactured prior to Closing or located at a Facility as of Closing, Manufacturer shall maintain, continue and complete any and all such activities, tests and checks, including, without limitation, all ongoing stability testing. All costs associated with the performance of Manufacturer's obligations under this Section 4.6 (including with respect to any Product manufactured prior to Closing or located at a Facility as of Closing) are included in the Price of each Product and, accordingly, Manufacturer shall perform the foregoing at its cost and expense, without further reimbursement from Customer. Manufacturer shall obtain Product for these tests from batches of Product manufactured under this Agreement, and Manufacturer is responsible for providing all necessary technical, quality and operational resources. All tests and test results shall be performed, documented and summarized by Manufacturer in accordance with the Specifications, Quality Agreement, applicable Facility Addendum, applicable Laws and reasonable quality assurance requirements provided by Customer to Manufacturer in writing. Manufacturer shall maintain all production Records and disposition of each batch of Product.

4.7 Responsibility for Non-Complying Product.

Manufacturer shall not release any Product for Delivery to Customer that does not conform to the covenants set forth in Section 5.2(e) (such non-conforming Product, "Non-Complying Product"), without the prior written approval of Customer. Manufacturer shall quarantine all such Non-Complying Products and shall promptly submit to Customer a report detailing the nature of such non-compliance and Manufacturer's recommended disposition, including the investigation and testing done. Manufacturer shall also provide any additional information regarding such Non-Complying Product as may reasonably be requested by Customer. Customer shall not be required to pay for any Non-Complying Product or for the destruction or other disposition thereof (unless an investigation determines that the root cause for such Product being Non-Complying Product is Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Material).

4.8 Rejection of Non-Complying Product.

- (a) Customer's Ability to Reject. Customer may reject any Non-Complying Product or Product that is not delivered to Customer in accordance with this Agreement by providing written notice of such rejection to Manufacturer within seventy-five (75) days following Customer's receipt of any Delivery of Product hereunder; provided, however, that Customer may, until the expiry date for a Product, provide notice of rejection of any Delivery of such Product having (i) latent defects, (ii) any defects that are not reasonably discoverable by Customer through standard inspection and testing of Products or (iii) defects caused by the breach by Manufacturer of any of its representations or warranties under this Agreement (collectively, "Latent Defects"); provided, further, that, and notwithstanding the foregoing, Customer shall notify Manufacturer within sixty (60) days after Customer first becomes aware of any such Latent Defect.
- (b) Manufacturer's Ability to Reject. Manufacturer may reject any Non-Complying Product by (i) providing Customer with no less than sixty (60) days' prior written notice of Manufacturer's intention to reject such Non-Complying Product along with the documentation set forth in Section 4.7, (ii) meeting with Customer at Customer's request to discuss the basis for the proposed rejection of the subject Non-Complying Product, and (iii) providing Customer with notice of rejection in the event that Manufacturer rejects the subject Non-Complying Product at the end of such sixty (60) day period (or such other time frame as the parties may agree upon).
- (c) Manufacturer's Obligation; Replacement. Manufacturer shall respond to any rejection, defect notice or any quality-related complaint from Customer pursuant to Section 4.8(a) in a timely manner or such other time frame as may be specified in the applicable Quality Agreement. Manufacturer shall conduct an analysis of the causes of any such complaint, shall report to Customer on any corrective action taken and shall reasonably consider

Customer's suggestions related to such corrective action or other quality-related matters. Customer shall promptly return any Product (or portions thereof) rejected pursuant to Section 4.8(a) to Manufacturer at Manufacturer's expense. With respect to any Non-Complying Product rejected by Customer, in addition to any other rights or remedies of Customer hereunder, Customer may elect, in its sole discretion, upon written notice to Manufacturer to either (i) have Manufacturer replace any Non-Complying Product as soon as practicable at no additional charge to Customer; provided that (A) the Manufacturer shall replace such Non-Complying Product within a period of ninety (90) days beginning on the date that the Manufacturer confirms or a Third-Party laboratory determines that the subject Product is a Non-Complying Product, and (B) if Manufacturer fails to replace such Non-Complying Product within such ninety (90) day period, then a Triggering Event shall be deemed to have occurred and the provisions of Section 2.5 shall apply; or (ii) be reimbursed for the Price of the Non-Complying Product actually paid. Manufacturer shall reimburse Customer for the cost of all Customer-Supplied Materials used to manufacture any Non-Complying Product (unless such Product is a Non-Complying Product due to any Non-Complying Customer-Supplied Material, as applicable).

- (d) Independent Testing. If the Parties are unable to agree on whether Product rejected by Customer is Non-Complying Product, then Manufacturer may hire an independent Third-Party laboratory, subject to Customer's prior written approval of such laboratory, not to be unreasonably withheld, conditioned or delayed, to perform testing on such rejected Product in accordance with the Specifications, applicable Laws and the Quality Agreement, which Third Party laboratory shall promptly provide the results thereof to Customer and Manufacturer. Manufacturer must engage such Third-Party laboratory within the thirty (30) day period following Manufacturer's receipt of Customer's rejection notice. If Manufacturer fails to engage such Third-Party laboratory during such thirty (30) day period, then Manufacturer will be deemed to have waived its right to engage such Third-Party laboratory. The determination of such tests shall be binding upon the Parties for all purposes hereunder; provided that, if such tests are unable to determine whether or not such rejected Product is Non-Complying Product, or if Manufacturer does not engage such Third-Party laboratory within the thirty (30) day period, then such Product shall be deemed to be Non-Complying Product. If such tests determine that the rejected Product is, or such Product is so deemed to be, Non-Complying Product, then Manufacturer shall bear the costs of such tests and Customer's remedies with respect to Non-Complying Product as set forth in this Agreement shall apply to such Non-Complying Product. Otherwise, Customer shall (i) bear the costs of such tests and shall remain obligated to pay Manufacturer the Price for such Product in accordance with Section 3 and (ii) reimburse Manufacturer for any shipping charges paid by Manufacturer pursuant to Section 4.8(c) with respect to the return of such

Product to Manufacturer. Without limiting the foregoing obligations, if Customer reasonably requests in writing, then Manufacturer shall use commercially reasonable efforts to re-deliver such Product to Customer at Customer's expense. For the avoidance of doubt, provided that the Product conforms to the minimum shelf-life dating set forth in Section 5.2(e)(v) upon initial Delivery, such minimum shelf-life dating requirement shall not apply to the subject Product upon re-delivery in accordance with the immediately preceding sentence.

- (e) Survival. The provisions of this Section 4.8 shall survive termination or expiration of this Agreement or the applicable Facility Addendum.

4.9 Disposal of Rejected and Non-Complying Product.

All Non-Complying Product and Product rejected pursuant to this Agreement shall be removed (if applicable) and disposed of by Manufacturer in accordance with all applicable Laws, and as approved in advance by Customer in writing (such disposal cost to be at Manufacturer's expense, unless it is subsequently determined that Customer wrongly rejected such Product pursuant to Section 4.8). Manufacturer shall make documentation relating to such disposition available to Customer upon Customer's reasonable request. Manufacturer shall not sell for salvage or for any other purpose any rejected or Non-Complying Product, without the prior written approval of Customer. Manufacturer shall destroy all Non-Complying Product prior to disposal and Manufacturer shall deface and render unreadable all words or symbols that identify Customer, including Customer's trademarks and logotypes that adorn any packaging containing such Product, prior to disposal of such Product.

4.10 Maintenance and Retention of Records.

Manufacturer shall maintain detailed Records with respect to Product Materials, Buy-Sell Materials, and Customer-Supplied Materials usage and finished Product production in accordance with the Quality Agreement.

4.11 Government Inspections, Seizures and Recalls.

- (a) Notification; Initiation of Recalls. If (i) Manufacturer determines or comes to learn that a Product distributed to the market contains a latent defect or (ii) the FDA or any other Governmental Authority conducts an inspection at Manufacturer's Facility, seizes any Product, Buy-Sell Materials, Customer-Supplied Materials, or Product Materials, requests a Recall of any Product, Buy-Sell Materials, Customer-Supplied Materials, or Product Materials, or otherwise notifies Manufacturer of any violation or potential violation of any applicable Law at the Facility, or (iii) Customer notifies Manufacturer of its intent to initiate a Recall, then, with respect to each ((i)-(iii)), Manufacturer shall promptly notify Customer (as applicable) and shall take such actions as may be required under the Specifications or Quality

Agreement. As applicable, Manufacturer shall promptly send any reports relating to such inspections, Recalls, violations or potential violations of applicable Law to Customer; provided that Manufacturer may reasonably redact any such reports to protect its confidential and proprietary Information that does not relate to Products. In the event that any such Governmental Authority requests, but does not seize, a given Product in connection with any such inspection, Manufacturer shall, to the extent reasonably practicable and permitted by applicable Law (1) promptly notify Customer of such request, (2) satisfy such request only after receiving Customer's approval, (3) follow any reasonable procedures instructed by Customer in responding to such request and (4) promptly send any samples of the applicable Product requested by the Governmental Authority to Customer. Manufacturer shall give and permit full and unrestricted access to all or any of its premises at any time to any authorized representative of any Governmental Authority or any of its agents or advisers and shall cooperate fully with any such representatives, in each case, relating to any such inspection. Manufacturer shall not initiate any Recall of Product, except as provided in the Quality Agreement, without the prior written agreement by Customer.

- (b) Costs. In the event a Recall results from any breach by Manufacturer of this Agreement, including Recalls on account of a given Product containing a latent defect, in addition to any other rights or remedies available to Customer under this Agreement, Manufacturer shall reimburse Customer for Customer's costs and expenses associated with such Recall, including costs of materials supplied by Customer (including Customer-Supplied Materials), shipping costs, administrative costs associated with arranging and coordinating the Recall and all actual Third Party costs associated with the distribution of replacement Product; provided that Customer shall be solely responsible for all, and shall reimburse Manufacturer for Manufacturer's costs and expenses associated with any Recall to the extent such Recall does not result from a breach by Manufacturer of this Agreement (e.g., is due to any Non-Complying Customer-Supplied Material or Non-Complying Buy-Sell Material).

4.12 Inspections.

Subject to the remainder of this Section 4.12, no more than once per calendar year, upon thirty (30) days' advance written notice to Manufacturer, Customer may physically inspect or audit (consistent with Section 15.2) the Facilities under this Section 4.12; provided that Customer will use good faith efforts to choose dates of inspection or audit that do not unreasonably interfere with the operation of Manufacturer's business; provided, further, that Customer shall consider in good faith any alternative dates of inspection or audit proposed by Manufacturer within five (5) days of Manufacturer's receipt of such notice (it being understood that nothing in this Section 4.12 shall require Customer to accept any such proposed alternative dates of inspection or audit). Notwithstanding the limits set forth in the

foregoing sentence, Customer may more frequently conduct “for cause” physical inspections or audits of a Facility with five (5) days’ advance written notice to Manufacturer if Customer has reasonable cause to believe that an inspection or audit of such Facility is warranted because Manufacturer’s activities with respect to such Facility are in breach of this Agreement, applicable Laws, the Quality Agreement or the applicable Facility Addendum. Any such inspection or audit shall include access to relevant Records (subject to the terms of Section 15.2) and Personnel and being present during, as applicable, start-up manufacturing operations, validation, cleaning, sampling, laboratory testing, warehouse receiving and storage, pack out and shipping. Manufacturer shall provide technical assistance and direction to Customer and its representatives at the Facility. Subject to the terms and conditions set forth herein, Customer may conduct, at its own expense, periodic quality audits, to ensure Manufacturer’s compliance with the terms of this Agreement. Manufacturer shall cooperate with Customer’s representatives for all of these purposes, and shall promptly correct any deficiencies noted during the audits. Any Records or information accessed or otherwise obtained by Customer or its representatives during any such inspection or audit or any visit at any Facility shall be deemed Manufacturer’s confidential and proprietary Information and each representative of Customer will be subject to non-use and other confidentiality obligations substantially comparable to those set forth herein for Customer.

4.13 Segregation of Restricted Compounds.

Unless otherwise set forth in a Facility Addendum with respect to a Product, Manufacturer shall not manufacture a Product using facilities or equipment shared with the following classes of product without prior consultation and agreement with Customer:

(a) steroids, hormones, or otherwise highly active or toxic products that carry a likelihood of a serious adverse effect (e.g., carcinogenicity; anaphylaxis; reproductive and/or developmental toxicity; serious target organ toxicity) following a potential product cross-contamination or carry-over scenario, particularly at low exposure concentrations (i.e., with reference to an acceptable daily exposure (ADE) value or permitted daily exposure (PDE) value < 10 µg/day); (b) immunosuppressors where the ADE or PDE value < 10 µg/day; (c) live or infectious biological agents; (d) live or attenuated vaccines; (e) biotherapeutics where the ADE or PDE value < 10 µg/day and sufficient deactivation cannot be demonstrated; (f) products exclusive for animal use; (g) non-medicinal products; or (h) radiopharmaceuticals. Manufacturer shall not manufacture any highly sensitizing products, including beta-lactam antibiotics, as well as certain non-beta-lactam antibiotics, or otherwise highly sensitizing products that can elicit an immediate hypersensitivity reaction (Type I hypersensitivity; immunoglobulin E-mediated) in the same Facility as a Product.

4.14 Packaging Material.

Unless otherwise provided in the applicable Facility Addendum, Customer shall determine and be responsible for the text (including any logos or other graphics) for all packaging material used in connection with Product. Manufacturer shall assure that all packaging materials are accurate and consistent with Customer's specifications for such text or graphics, including such matters as placement, size and colors. Manufacturer shall promptly notify Customer of any errors or deficiencies in such provided packaging materials.

5. Covenants.

5.1 Mutual Covenants. Each Party hereby covenants to the other Party that it will perform its activities under this Agreement in full compliance with all applicable Global Trade Control Laws, including as follows:

- (a) unless a license or other authorization is first obtained, the issuance of which is not guaranteed, neither Party will knowingly transfer to the other Party any goods, software, technology or services that are (1) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (2) controlled under the U.S. International Traffic in Arms Regulations; (3) specifically identified as an E.U. Dual Use Item; or (4) on an applicable export control list of a foreign country;
- (b) prior to engaging in any activities in a Restricted Market, involving individuals ordinarily resident in a Restricted Market or including companies, organizations, or Governmental Authorities from or located in a Restricted Market in each case in connection with this Agreement, each Party must first notify the other Party (which notice, notwithstanding Section 17, shall be addressed to (a) Pluto at gtc@pfizer.com and (b) Spinco at an email address designated by Spinco to Pluto), who will review and, if compliant with Global Trade Control Laws, approve (subject to any appropriate conditions) such activities (such approval not to be unreasonably withheld or delayed), within five (5) Business Days of such notification; provided that (1) to the extent relating to U.S. sanctions or export controls, such notification and approval shall not be required if the activity contemplated would be permissible for U.S. persons subject to U.S. sanctions (including without limitation under a U.S. Department of the Treasury Office of Foreign Assets Control general license), and (2) once notification is made and approval is granted with respect to a specific counterparty in a Restricted Market, further notification and approval will not be required for future transactions or activities with the same counterparty (unless there is a change in circumstances, processes or intermediate parties, including, but not limited to, carriers, or otherwise a change to Global Trade Control Laws relevant to that Restricted Market or counterparty); provided that, notwithstanding the foregoing, neither Party shall undertake any of the activities described in this clause (2) without the prior written approval of the other Party; and

- (c) notwithstanding anything set forth in Section 4.14 to the contrary, for the purposes of any and all packaging and shipping of any goods, software, technology or services pursuant to the activities contemplated under this Agreement, Manufacturer will determine:
- (i) a classification under relevant import and export laws;
 - (ii) the country of origin; and
 - (iii) a value for customs;
- provided, however, that the Party acting as the importer of record (IOR) or exporter of record (EOR) shall have the right to request a review of any determination contemplated by clause (i), (ii) or (iii) above; provided, further, that if the IOR or EOR (as applicable) disagrees with such determination, then such Party shall maintain the right to refuse to export or import the applicable goods, software, technology or services.

5.2 Manufacturer Covenants. Manufacturer hereby covenants to Customer that:

- (a) The Facility and all equipment, tooling and molds utilized in the manufacture and supply of Product hereunder by or on behalf of Manufacturer shall, during the Term of this Agreement, be maintained in good operating condition and shall be maintained and operated in accordance with all applicable Laws. The manufacturing and storage operations, procedures and processes utilized in manufacture and supply of Product hereunder (including the Facility) shall be in full compliance with all applicable Laws, including cGMP and health and safety laws.
- (b) Manufacturer shall perform all of its obligations under this Agreement in compliance with the applicable Laws in the Territory. Manufacturer is in compliance and shall continue to comply, and shall cause its Personnel to comply, with all applicable Laws, including Laws requiring Serialization; provided that, with respect to compliance with Laws requiring Serialization, Customer shall reimburse Manufacturer for all investments made or costs incurred by Manufacturer in connection with any Serialization requirements specific to a given Product or Products (which, for clarity, shall not include Serialization requirements applicable to both Products and other products produced by Manufacturer in the Facility), but only to the extent such costs are reasonable and documented and are directed specifically with respect to a Product or Products. Manufacturer has and shall continue to have, and shall cause its Personnel to have, all professional licenses, consents, authorizations, permits, and certificates, and shall have and shall cause its Personnel to have completed all registrations and made such notifications as required by applicable Law for its performance of the services under this Agreement.
- (c) Manufacturer shall hold during the Term of this Agreement all licenses, permits and similar authorizations required by any Governmental Authority in the Territory for Manufacturer to perform its obligations under this Agreement.

- (d) Manufacturer shall have good title to all Product supplied to Customer pursuant to this Agreement and shall pass such title to Customer (or its designee) free and clear of any security interests, liens, or other encumbrances.
- (e) Products furnished by Manufacturer to Customer under this Agreement:
 - (i) shall be manufactured, packaged, labeled, handled, stored and Delivered in accordance with, shall be of the quality specified in, and shall conform upon Delivery to Customer (or its designee) to, the Specifications;
 - (ii) shall be manufactured, packaged, labeled, handled, stored and Delivered in compliance with all applicable Laws including, without limitation, cGMPs, and in accordance with the Quality Agreement, this Agreement and the applicable Facility Addendum;
 - (iii) shall not contain any Product Material that has not been used, handled or stored by or on behalf of Manufacturer in accordance with the Specifications, all applicable Laws, the Quality Agreement, this Agreement and the applicable Facility Addendum;
 - (iv) shall not be adulterated or misbranded within the meaning of Sections 501 and 502, respectively, of the Act or any other applicable Law; and
 - (v) shall, at the time Delivered, have at least a remaining shelf-life as specified in the applicable Facility Addendum.

Notwithstanding the foregoing clauses (i) through (v) of this Section 5.2(e) or anything else contained in this Agreement or any Facility Addendum or Quality Agreement, Manufacturer shall have no liability under this Agreement (including under Section 4.11(b) or Section 10.1) or any Facility Addendum or Quality Agreement for any Non-Complying Product which is non-complying due to any Non-Complying Customer-Supplied Materials or Non-Complying Buy-Sell Materials.

- (f) Manufacturer has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value or improperly or corruptly seek to influence any Government Official or any other Person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. Manufacturer will comply with the Anti-Bribery and Anti-Corruption Principles set forth in Attachment D.

- (g) Manufacturer shall ensure that it and its Personnel comply with the standard policies, regulations and directives listed on Attachment E and incorporated herein.

5.3 Manufacturer's Social Responsibility.

- (a) Manufacturer covenants that it shall not, during the Term of this Agreement (i) use involuntary or underage labor (defined in accordance with applicable Laws) at the Facilities where its performance under this Agreement will occur or (ii) maintain unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees. Manufacturer agrees that during the Term of this Agreement, it shall promptly correct unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees.
- (b) Manufacturer covenants that it will perform its obligations under this Agreement in a manner consistent with all of the Pharmaceutical Industry Principles for Responsible Supply Chain Management, as codified as of the Effective Date at <http://www.pharmaceuticalsupplychain.org>.
- (c) Manufacturer shall not use, and shall not allow to be used, any (i) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten that originated in the Democratic Republic of Congo or an adjoining country or (ii) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13(p) of the Securities Exchange Act of 1934 ((i)-(ii) collectively, "Conflict Minerals"), in the production of any Product. Notwithstanding the foregoing, if Manufacturer uses, or determines that it has used, a Conflict Mineral in the production of any Product, Manufacturer shall immediately notify Customer, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the applicable Product (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Manufacturer must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.
- (d) Manufacturer will provide Customer with periodic access, upon reasonable notice, to any of its Facilities where it is performing under this Agreement, to its employees and Records and to any associated dormitories or lodging that Manufacturer provides to its employees, to permit Customer to determine Manufacturer's compliance with this Section 5.3. Customer may exercise its inspection rights under this Section 5.3(d) upon receipt of any information that would suggest to a reasonable Person that Manufacturer is not fulfilling its obligations under this Section 5.3.

5.4 Notice of Material Events.

Manufacturer will promptly notify Customer of any actual or anticipated events of which Manufacturer is aware that have or would be reasonably expected to have a material effect on any Product or on its ability to manufacture or supply any Product in accordance with the provisions set forth herein, including any labor difficulties, strikes, shortages in materials, plant closings, interruptions in activity and the like.

5.5 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES NOR RECEIVES ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY FIRMWARE, SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Covenants.

6.1 Compliance with Environmental Laws.

- (a) Manufacturer shall perform all of its obligations herein in compliance with all Environmental Laws and all licenses, registrations, notifications, certificates, approvals, authorizations or permits required under Environmental Laws.
- (b) Manufacturer shall be solely responsible for all Environmental Liabilities arising from its performance of this Agreement.

6.2 Permits, Licenses and Authorization.

- (a) Manufacturer shall be solely responsible for obtaining, and shall obtain in a timely manner, and maintain in good standing, all licenses, registrations, notifications, certificates, approvals, authorizations or permits required under Environmental Laws, whether *de novo* documents or modifications to existing documents, which are necessary to perform the services hereunder, and shall bear all costs and expenses associated therewith.
- (b) Manufacturer shall provide copies of all material items referenced in Section 6.2(a) to Customer upon request by Customer and shall operate in compliance therewith.

- (c) Manufacturer shall provide Customer with reasonably prompt verbal notice, confirmed in writing within twenty-four (24) hours, in the event of any major incident, which shall include any event, occurrence, or circumstance, including any governmental or private action, which materially impacts or could materially impact Manufacturer's ability to fulfill its obligations under this Agreement. These include, but are not limited to: (i) material revocation or modification of any of the documents described in Section 6.2(a), (ii) any action by Governmental Authorities that may reasonably lead to the material revocation or modification of Manufacturer's required permits, licenses, or authorizations, as listed above, (iii) any Third Party Claim against the management or ownership of the Facility that could reasonably materially impact Manufacturer's obligations under this Agreement, (iv) any fire, explosion, significant accident, or catastrophic Release of Hazardous Materials, or significant "near miss" incident, (v) any significant non-compliance with Environmental Laws and (vi) any environmental condition or operating practice that may reasonably be believed to present a significant threat to human health, safety or the environment.
- (d) Notwithstanding the requirements noted above, each Party, whether Customer or Manufacturer, is required to create and maintain:
 - (i) required licenses, permits and agreements, including those necessary to affect imports, exports, and activities covered by economic sanctions regulations, including annual agreements for activities involving Restricted Markets;
 - (ii) policies, procedures, controls, and systems to support compliance with Global Trade Control Laws; and
 - (iii) agreements with Customs Brokers, freight forwarders, financial institutions, and other third parties, as necessary.

6.3 Generation of Hazardous Wastes.

Without limiting other legally applicable requirements, Manufacturer shall prepare, execute and maintain, as the generator of Waste, all registrations, notices, shipping documents and manifests required under applicable Environmental Laws and in accordance therewith. Manufacturer shall utilize only reputable and lawful Waste transportation and disposal vendors, and shall not knowingly utilize any such vendor whose operations endanger human health or the environment.

6.4 Environmental Sustainability Information.

Manufacturer will disclose to Customer, on an annual basis, its results with respect to any efforts to reduce greenhouse gas emissions, water consumption or the generation of waste associated with the performance of this Agreement, to the extent Manufacturer otherwise prepares such results.

6.5 Environmental and Health and Safety Reviews.

- (a) Manufacturer covenants that it will, to the Manufacturer's knowledge, completely and accurately disclose to Customer all material environmental and health and safety information regarding its Products (including an obligation to supplement this information, as necessary) during the Term of this Agreement, as reasonably requested by Customer.
- (b) Manufacturer shall permit Customer (at Customer's expense) to conduct reasonable annual reviews of the environmental and health and safety practices and performance of the Facilities with respect to the Products where Manufacturer's performance under this Agreement is occurring; provided that such review shall not include any invasive sampling at such Facilities and shall not unreasonably interfere with Manufacturer's operation of such Facilities. In connection with such reviews, Manufacturer shall reasonably assist in the completion of an environmental health and safety survey of Manufacturer or the scheduling of an environmental health and safety audit of the Facility, as applicable, in each case with respect to the Products. Customer shall share its findings (including any deficiencies) with Manufacturer as soon as practicable, Manufacturer shall have the sole right to report any such deficiencies to third parties and Manufacturer shall use commercially reasonable efforts to correct, at no expense to Customer, such deficiencies in its environmental and health and safety management practices with respect to the Products that are not in compliance with applicable Law or create significant risk to human health or the environment. Manufacturer acknowledges that such reviews conducted by Customer are for the benefit of Customer only; they are not a substitute for Manufacturer's own environmental and health and safety management obligations under this Agreement and accordingly, Manufacturer may not rely upon them.

7. Term; Termination.

7.1 Term of Agreement.

Unless otherwise provided in the applicable Facility Addendum, this Agreement (a) shall commence on the Effective Date and shall continue for a period of four (4) years from such date (the "Initial Term" of this Agreement), unless sooner terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7, and (b) may be extended for up to three (3) additional periods of twelve (12) months (each, an "Extension Period") by written notice given by Customer to Manufacturer not less than twelve (12) months prior to the expiration of the Initial Term or the applicable Extension Period, as the case may be. The Initial Term and all Extension Periods shall be referred to collectively as the "Term" of this Agreement. For the avoidance of doubt, the Term of this Agreement shall continue until all Facility Addenda hereunder expire or otherwise terminate, unless this Agreement or such Facility Addenda are sooner terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7.

7.2 Term of Facility Addendum.

Unless otherwise provided in the applicable Facility Addendum, each Facility Addendum shall commence on the Effective Date and shall continue for a period of four (4) years from such date (the “Initial Term” of the Facility Addendum), unless extended or terminated pursuant to Section 7.3, 7.4, 7.5, 7.6 or 7.7. A Facility Addendum may be extended for up to three (3) additional periods of twelve (12) months (each, an “Extension Period”) by written notice given by Customer to Manufacturer not less than twelve (12) months prior to the expiration of the Initial Term or the applicable Extension Period, as the case may be. The Initial Term and all Extension Periods shall be referred to collectively as the “Term” of the Facility Addendum.

7.3 Termination for Cause.

- (a) Either Party may terminate this Agreement and the applicable Facility Addendum, on a Product-by-Product basis, with respect to a particular Product, upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement or Facility Addendum with respect to such Product, which breach remains uncured for ninety (90) calendar days following written notice to such breaching Party of such material breach.
- (b) Either Party may terminate this Agreement and the applicable Facility Addendum, on a Facility Addendum-by-Facility Addendum basis, with respect to a particular Facility, upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement or Facility Addendum with respect to such Facility, which breach remains uncured for ninety (90) calendar days following written notice to such breaching Party of such material breach.
- (c) For clarity, in the event that multiple Products are manufactured by or on behalf of Manufacturer under this Agreement in the same Facility, a material breach by Manufacturer of this Agreement or Facility Addendum that is an act or omission specific to one or more Products in a Facility, but not all Products in such Facility, shall give rise to an ability of Customer to terminate this Agreement solely with respect to the affected Product(s) under Section 7.3(a) but shall not give rise to an ability of Customer to terminate the relevant Facility Addendum under Section 7.3(b).

7.4 Termination for Disposition of Facility.

In the event that Manufacturer or any of its Affiliates, directly or indirectly, sells, assigns, leases, conveys, transfers or otherwise disposes of any Facility (a “Facility Disposition”), then Manufacturer shall immediately notify Customer of such event and Customer shall be entitled for a period of six (6) months after the receipt of such notice to terminate any Facility Addendum with respect to such Facility for

cause immediately upon written notice to Manufacturer and, in the event Customer decides not to terminate the Facility Addendum for cause, Customer shall be entitled for a period of two (2) years (or such longer period in order to obtain approval for manufacture from all applicable Governmental Authorities) after receipt of such notice to receive Technical Support at Manufacturer's sole cost to enable Customer to orderly transfer production of affected Product or Products to a Customer facility or an alternative facility as designated by Customer; provided that Manufacturer shall notify Customer of any proposed or planned Facility Disposition by Manufacturer or any of its Affiliates as soon as reasonably practicable and in any event no later than the date that is three (3) months prior to the effective date of such Facility Disposition.

7.5 Termination in Event of Insolvency.

In the event that a Party hereto (a) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt, (b) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors, (c) is dissolved or liquidated or (d) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency (in the case of clauses (a)–(d), such Party shall be referred to as the “Insolvent Party”), then the Insolvent Party shall immediately notify the other Party of such event and such other Party shall be entitled to (i) terminate this Agreement or any and all Facility Addenda for cause immediately upon written notice to the Insolvent Party or (ii) request that the Insolvent Party or its successor provide adequate assurances of continued and future performance in form and substance acceptable to such other Party, which shall be provided by the Insolvent Party within ten (10) calendar days of such request, and the other Party may terminate this Agreement and any or all Facility Addenda for cause immediately upon written notice to the Insolvent Party in the event that the Insolvent Party fails to provide such assurances acceptable to the other Party within such ten (10) day period.

7.6 Termination for Breach of Anti-Bribery Representation.

Customer may terminate this Agreement and any and all Facility Addenda effective immediately upon notice to Manufacturer, if Manufacturer (a) breaches any of the representations and warranties set forth in Section 5.2(f) or (b) Customer learns (i) that improper payments are being or have been made or offered to any Government Official or any other Person by Manufacturer or those acting on behalf of Manufacturer with respect to any obligations performed hereunder or (ii) that Manufacturer or those acting on behalf of Manufacturer with respect to the performance of any obligations hereunder has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other Person or entity. Further, in the event of such termination, Manufacturer shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional Third Parties entered into by Manufacturer prior to such termination, and Manufacturer shall be liable for damages or remedies as provided by this Agreement, at Law or in equity.

7.7 Termination for Convenience by Customer.

- (a) This Agreement and/or any or all Facility Addendum (unless otherwise specified in the applicable Facility Addendum) may be terminated on a Product-by-Product basis by Customer immediately upon written notice to Manufacturer, if Customer cannot continue to distribute, use, market or sell such Product supplied under this Agreement or the relevant Facility Addendum without violating any then-current Laws.
- (b) This Agreement and/or any or all Facility Addenda shall be deemed to be terminated by Customer on a Product-by-Product basis without any further action of either Customer or Manufacturer in the event that Customer fails to order a Product during any rolling eighteen (18) month period; provided that this subsection (b) shall not apply with respect to API as Product.

7.8 Effect of Termination or Expiration.

- (a) The termination or expiration of this Agreement (whether in its entirety or with respect to any Product or Facility) or any Facility Addendum for any reason shall not release any Party hereto of any liability which at the time of termination or expiration had already accrued to the other Party in respect to any act or omission prior thereto.
- (b) Upon termination of this Agreement by Customer in whole or in part or upon the termination of any Facility Addendum, in each case, pursuant to Section 7.3, 7.4, 7.5 or 7.6, and on a terminated-Product-by-terminated-Product basis, at Customer's option and pursuant to Customer's instructions, Manufacturer shall provide Customer with sufficient inventory of such terminated Product to ensure business continuity according to then-current terms and pricing (subject to Section 3) until the earlier of:
 - (i) Customer's identification of, and securing of Regulatory Approval for, another supplier of such terminated Product or
 - (ii) unless otherwise set forth in the applicable Facility Addendum as the "Inventory Tail Period" for such Product, a time period that reflects Customer's reasonable needs of such Product as mutually agreed upon by the Parties in good faith. Manufacturer shall take such further action, at Manufacturer's expense, that Customer may reasonably request to minimize delay and expense arising from termination or expiration of this Agreement. For the avoidance of doubt, Manufacturer's obligation to supply Product pursuant to this Section 7.8(b) shall be subject to and governed by the terms of this Agreement, including terms pertaining to Forecasts and Purchase Orders and payment terms.

- (c) Upon Customer's request at any time during the Term, Manufacturer shall promptly notify Customer of any material contracts, licenses, permits, and other material documents, in each case, that are specific to, and are used solely in connection with, a Product or Facility Addendum and provide copies or access thereto subject to any restrictions on the provision of copies or access. Upon termination or expiration of this Agreement in whole or in part or any Facility Addendum, if requested by Customer within ninety (90) days immediately following the effective date of such expiration or termination of this Agreement and pursuant to Customer's reasonable request and instructions, Manufacturer shall use commercially reasonable efforts to, as applicable, make assignments or partial assignments of such material contracts, licenses, permits, and other material documents, as applicable, in each case subject to any restrictions on assignment, or as may otherwise be set forth in any Contract relating thereto. Customer shall reimburse Manufacturer for all out-of-pocket costs reasonably incurred by Manufacturer in activities conducted pursuant to this Section 7.8(c), unless this Agreement has been terminated by Customer pursuant to Section 7.3, 7.4, 7.5 or 7.6, in which case Manufacturer shall bear all such reasonable expenses.
- (d) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Section 2.10 (Transitional Support) (with respect to Manufacturer's obligations and to the extent Technical Support has been requested prior to, or within ninety (90) days following, the effective date of termination or expiration), Section 3.5 (Invoices and Payment), Sections 4.1, 4.5, 4.6, 4.8, 4.10, 4.11, 4.12 and 4.13 (Manufacturing Standards and Quality Assurance), Section 5 (Covenants), Section 6 (Environmental Covenants), Section 7.8 (Effect of Termination or Expiration), Section 7.9 (Unused Materials), Section 7.10 (Return of Materials, Tools and Equipment), Section 8 (Intellectual Property), Section 10 (Indemnification; Limitations of Liability), Section 11 (Insurance), Section 13 (Confidentiality), Section 15 (Records and Audits), Section 16 (Notices), Section 17 (Miscellaneous), or of any other provision which is expressly intended to continue in force after such termination or expiration.

7.9 Unused Materials.

In the event of the expiration of this Agreement or termination of this Agreement in whole or in part (including the termination of any Facility Addendum) by Customer in accordance with Section 7.3, 7.4, 7.5 or 7.6, Customer may, at its option within ninety (90) days immediately following the effective date of the expiration or termination of this Agreement, purchase any work in process and/or Product Materials that Manufacturer has purchased exclusively for Customer in accordance with this Agreement for the production of any terminated Product. Customer shall pay Manufacturer's direct cost for works in process, and Manufacturer's purchase price from its suppliers for Product Materials. In the event of the termination of this Agreement by Customer in accordance with Section 7.7 or the termination of this Agreement by Manufacturer in accordance with Section 7.3, 7.4, 7.5 or 7.6, Customer shall purchase at cost all Product Materials purchased

in accordance with Customer's Purchase Orders and on reasonable reliance upon Customer's Forecast; provided that Manufacturer uses its reasonable commercial efforts to exhaust existing stocks of such Product Materials prior to the date of termination. In the event of the termination or expiration of this Agreement for any other reason, Customer shall have no obligation to purchase any Product Materials. Any Product Materials that are not purchased or required to be purchased by Customer pursuant to this Section 7.9 shall be disposed of or destroyed in accordance with Customer's instructions, which costs shall be borne by Manufacturer.

7.10 Return of Materials, Tools and Equipment.

- (a) Upon termination or expiration of this Agreement in whole or in part or, with respect to any Product, Facility or any Facility Addendum for any reason whatsoever, at Customer's request, Manufacturer shall, as promptly as practicable given relevant circumstances, deliver to Customer in accordance with Customer's reasonable instructions all Specifications (and copies thereof), artwork, labels, bottles, all premiums and packaging materials purchased by Customer and all Product Materials, Buy-Sell Materials, Customer-Supplied Materials, and equipment, molds, tablet press tooling or proprietary materials in Manufacturer's possession and control that during the Term had, pursuant to this Agreement or a Facility Addendum, either (i) been provided by Customer to Manufacturer, or (ii) purchased by Manufacturer (and reimbursed by Customer), in each case, that are used and held for use exclusively for the manufacture for Customer of Product or Products impacted by such termination or expiration; provided that Manufacturer shall not be so required to deliver any materials, tools or equipment that are fixtures or fittings or any items the removal of which from the Facility using good faith diligent efforts would be reasonably likely to disrupt in any material respect, or cause damage to, the Facility or its operations or any materials, tools or equipment owned, leased or otherwise controlled by Manufacturer or any of its Affiliates or any material expense. At Customer's request, Manufacturer shall, as promptly as reasonably practicable given relevant circumstances and in accordance with Customer's reasonable instructions, remove all such equipment, molds and tablet press tooling from the Facility and make such equipment, molds and tooling available for pickup at the Facility by a carrier designated by Customer. All delivery, removal and transportation costs reasonably incurred in connection with this Section 7.10(a) shall be borne by Customer, except in the event Customer terminates this Agreement pursuant to Section 7.3, 7.4, 7.5 or 7.6, in which case all such reasonable costs shall be borne by Manufacturer.
- (b) Any Product quarantined at the time of expiration or termination of this Agreement shall be disposed of or destroyed by Manufacturer in accordance with Customer's instructions and at Customer's cost; provided that, to the extent (i) such quarantine is the result of Manufacturer's gross negligence, fraud, willful misconduct or breach of this Agreement or (ii) this Agreement is terminated in whole or in part with respect to such Product (including the termination of the applicable Facility Addendum) by Customer in accordance with Section 7.3, 7.4, 7.5 or 7.6, then Manufacturer shall be responsible for all costs incurred by Manufacturer in connection with disposing and destroying such quarantined Product.

8. Intellectual Property.

8.1 Customer's Intellectual Property.

Customer hereby grants to Manufacturer a non-exclusive license during the Term to use any Customer Property and Customer-Owned Improvements and Developments solely in connection with Manufacturer performing its obligations under this Agreement or the Facility Addendum in accordance with the terms hereof or thereof, as applicable. Manufacturer shall not acquire any other right, title or interest in or to the Customer Property or Customer-Owned Improvements and Developments as a result of its performance hereunder, and any and all goodwill arising from Manufacturer's use of any Customer Property or Customer-Owned Improvements and Developments shall inure to the sole and exclusive benefit of Customer.

8.2 Improvements and Developments.

- (a) Each Party acknowledges and agrees that improvements or modifications to Customer Property may be made by or on behalf of Manufacturer ("Improvements"), and creative ideas, proprietary information, developments, or inventions may be developed under or in connection with this Agreement by or on behalf of Manufacturer ("Developments"), in each case either alone or in concert with Customer or Third Parties.
- (b) Manufacturer acknowledges and agrees that, as between the Parties, any Improvements or Developments that are specific to and otherwise solely relate to, the manufacturing, processing or packaging of Products (such Improvements and Developments, collectively, "Customer-Owned Improvements and Developments") shall be the exclusive property of Customer, and Customer shall own all rights, title and interest in and to such Customer-Owned Improvements and Developments. Manufacturer agrees to and hereby does irrevocably transfer, assign and convey, and shall cause its Personnel to irrevocably transfer, assign and convey, all rights, title and interest in and to each of the Customer-Owned Improvements and Developments to Customer free and clear of any encumbrances, and Manufacturer agrees to execute, and shall cause its subcontractors and Personnel to execute, all documents necessary to do so. All such assignments shall include existing or prospective Intellectual Property rights therein in any country.

- (c) Customer acknowledges and agrees that, as between the Parties, all Improvements and Developments made by or on behalf of Manufacturer in the conduct of activities under this Agreement or a Facility Addendum other than Customer-Owned Improvements and Developments (such Improvements and Developments, collectively, "Manufacturer-Owned Improvements and Developments") shall be the exclusive property of Manufacturer, and Manufacturer shall own all rights, title and interest in and to such Manufacturer-Owned Improvements and Developments. Customer agrees to and hereby does irrevocably transfer, assign and convey, and shall cause its Personnel to irrevocably transfer, assign and convey, all rights, title and interest in and to each of the Manufacturer-Owned Improvements and Developments to Manufacturer free and clear of any encumbrances, and Customer agrees to execute, and shall cause its Personnel and subcontractors to execute, all documents necessary to do so. All such assignments shall include existing or prospective Intellectual Property rights therein in any country.

8.3 Ownership of Other Property.

Unless otherwise agreed by the Parties or specified in the Separation Agreement, Customer is the sole owner of any and all tools, specifications, blueprints and designs directly owned and supplied or paid for by Customer (i.e., not any materials that are included in the Price of Product), and Manufacturer shall not use, transfer, loan or publicize any of the above, except as necessary for its performance under this Agreement.

8.4 Limited Right to Use.

Subject to the provisions of Section 8.1, nothing set forth in this Agreement shall be construed to grant to Manufacturer any title, right or interest in or to any Intellectual Property controlled by Customer or any of its Affiliates. Use by Manufacturer of any such Intellectual Property shall be limited exclusively to its performance of this Agreement.

9. Joint Advisory Committee.

9.1 Formation and Role.

The Parties shall, as soon as practicable but not later than within ninety (90) days after the Effective Date, form a joint advisory committee (the "Joint Advisory Committee" or "JAC"). The JAC will provide a forum for the good faith discussion of major matters related to this Agreement, including in particular (but not limited to) matters of commercial performance, supply, overall performance, capital investment and business planning (strategy and management), and the transition to Customer-Supplied Materials arrangements contemplated by Section 12.1(f), but also any other items, matters or activities, including with respect to any Facility.

9.2 Membership; Chairs.

- (a) Membership. The JAC shall consist of up to five (5) representatives appointed by each Party in writing, or such other number of representatives as the Parties may agree in writing from time to time (each, a “JAC Member”). Either Party may invite any person that is not a JAC Member (including consultants and advisors of a Party) to participate in meetings of the JAC, without a right to participate in the discussions of the JAC, so long as (i) such person is under an appropriate obligation of confidentiality, (ii) the inviting Party provided at least three (3) Business Days’ prior notice to the other Party identifying such person and (iii) the non-inviting Party does not reasonably object to such person participating in the discussions of the JAC prior to such meeting.
- (b) JAC Chairs. The JAC shall be co-chaired by one JAC Member of each Party (each, a “JAC Chair”), to be elected by the respective Party when naming its JAC Members. The JAC Chairs shall cooperate in good faith to: (i) notify the JAC Members of each Party of each JAC Meeting, which notice shall be provided at least thirty (30) calendar days in advance of such meeting (to the extent practicable) with respect to the ordinary quarterly JAC Meetings; (ii) collect and organize agenda items for each JAC Meeting, and circulate such agenda to all JAC Members at least two (2) Business Days prior to each meeting date; provided, however, that any JAC Member shall be free to propose additional topics to be included on such agenda, either prior to or in the course of any JAC Meeting; (iii) preside at JAC Meetings; and (iv) prepare the written minutes of each JAC Meeting and circulate such minutes for review and approval by the JAC Members of each Party, and identify action items to be carried out.

9.3 Meetings.

- (a) Ordinary JAC Meetings. During the Term of this Agreement, the JAC shall meet on a quarterly basis or as otherwise determined in writing by the Parties, and such meetings may be conducted in person, by videoconference or by telephone conference (each such meeting, a “JAC Meeting”). In-person meetings of the JAC will alternate between appropriate venues of each Party, as reasonably determined by the Parties. The Parties shall each bear all expenses of their respective representatives relating to their participation on the JAC. The members of the JAC also may convene or be polled or consulted from time to time by means of telecommunications, video or telephone conferences, electronic mail or correspondence, as deemed necessary or appropriate.
- (b) Additional JAC Meetings. Either Party may call an additional meeting of the JAC at any time upon twenty (20) Business Days’ prior written notice if such Party reasonably determines that there is a need for discussions at the level of a JAC Meeting on top of the ordinary quarterly JAC Meetings, and reasonably specifies such grounds in its notice to the other Party.

- (c) **Provision of Information.** Upon the request of the JAC Chairs or at least four (4) members of the JAC, each Party will provide written materials and information relating to matters within the purview of the JAC in advance of a JAC Meeting. In addition, the JAC shall be informed by each Party in good faith about any matters or issues within the purview of the JAC which a Party should reasonably deem to be of high importance for the other Party.

9.4 Areas of Responsibility.

Subject to the terms of this Agreement, the JAC shall act as a forum to discuss in good faith in particular the following major items, matters and areas of interest:

- (a) Oversee, review and coordinate the activities of the Parties under this Agreement;
- (b) Each Facility's overall performance under this Agreement; and
- (c) Any other major matters, roles, obligations and responsibilities under this Agreement, to the extent any Party reasonably provides such matter to the JAC for discussion.

9.5 Advisory Role; No Decision-Making Authority.

- (a) **Advisory Role.** The JAC and its members shall only have an advisory role and shall discuss in good faith and provide to the Parties its opinion on the matters in its purview. The Parties agree to reasonably take into account the opinions and views expressed by the JAC and its members for performing their respective obligations under this Agreement.
- (b) **No Decision-Making Authority.** The JAC shall have no decision-making authority over the matters in its purview unless the Parties mutually decide in writing to delegate the decision-making authority on such specific item or matter to the JAC. Moreover, it shall not be within the authority of the JAC to (i) directly impose on either Party or its Affiliates any additional obligation(s) or a resolution on the Parties with respect to any dispute regarding the existence or extent/amount of any obligation, including payments obligations, under this Agreement, or to (ii) amend, modify or waive compliance with this Agreement.

10. Indemnification; Limitations of Liability.

10.1 Indemnification of Customer.

- (a) Subject to the provisions of this Section 10 and, for clarity, without limiting anything in the Separation Agreement or any other Ancillary Agreements, Manufacturer shall indemnify, defend and hold harmless Customer, its Affiliates and its and their respective directors, officers, managers, members, employees and agents, and each of the heirs, executors,

successors and assigns of any of the foregoing (each, a “Customer Indemnified Party”) from and against any and all Losses of such Customer Indemnified Parties to the extent relating to, arising out of or resulting from any Action of a Third Party arising out of or resulting from any of the following items (without duplication): (i) any breach by Manufacturer or its Personnel of this Agreement or any Facility Addendum; (ii) any injury or death of any Person due to any breach by Manufacturer or its Personnel of this Agreement or any Facility Addendum; (iii) the infringement or misappropriation of a Third Party’s Intellectual Property by the use or practice by Manufacturer or its Affiliate of any Product manufacturing process that has been changed (including as to the facility in which such manufacturing process takes place) on or following the Effective Date without the written approval of Customer to make such change; (iv) Manufacturer’s supply of Non-Complying Product under this Agreement; or (v) the gross negligence, fraud or willful misconduct of Manufacturer or its Personnel in connection with the performance or non-performance of this Agreement.

- (b) Notwithstanding the foregoing, Manufacturer shall not be liable for Losses described in Section 10.1(a) to the extent such Losses are: (i) caused by the gross negligence, fraud or willful misconduct of a Customer Indemnified Party in connection with the performance or non-performance of this Agreement; (ii) caused by the breach of any of the terms of this Agreement or a Facility Addendum by a Customer Indemnified Party, including in connection with the performance or non-performance of this Agreement or (iii) subject to Customer’s indemnification obligations pursuant to Section 10.2.

10.2 Indemnification of Manufacturer.

- (a) Subject to the provisions of this Section 10 and, for clarity, without limiting anything in the Separation Agreement or any Ancillary Agreements, Customer shall indemnify, defend and hold harmless Manufacturer, its Affiliates and its and their respective directors, officers, managers, members, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (each, a “Manufacturer Indemnified Party”) from and against any and all Losses of such Manufacturer Indemnified Parties to the extent relating to, arising out of or resulting from any Action of a Third Party arising out of or resulting from any of the following items (without duplication): (i) any breach by Customer or its Personnel of this Agreement or any Facility Addendum; (ii) the gross negligence, fraud or willful misconduct of Customer or its Personnel in connection with the performance or non-performance of this Agreement; (iii) the infringement or misappropriation of a Third Party’s Intellectual Property by the use or practice by Manufacturer or its Affiliate in performance of this Agreement of any Product manufacturing process that has been changed with the written approval of Customer to make such change; (iv) Customer’s supply of Non-Complying Customer-Supplied Materials or Non-Complying Buy-Sell Materials under this Agreement; or (v) the use, sale, offer for sale, import or other commercialization of any Product (including any injury or death of any Person due to any of the foregoing in this clause (v)).

- (b) Notwithstanding the foregoing, Customer shall not be liable for Losses described in Section 10.2(a) to the extent such Losses are: (i) caused by the gross negligence, fraud or willful misconduct of a Manufacturer Indemnified Party in connection with the performance or non-performance of this Agreement; (ii) caused by the breach of any of the terms of this Agreement or any Facility Addendum by a Manufacturer Indemnified Party or (iii) are subject to Manufacturer's indemnification obligation pursuant to Section 10.1. Furthermore, Customer shall not be liable for Losses pursuant to Section 10.2(a)(iii) above to the extent such infringement or misappropriation is caused by Manufacturer's unauthorized use or unauthorized modification of any Customer Property, Customer-Owned Improvements and Developments, Buy-Sell Materials or Customer-Supplied Materials.

10.3 Indemnification Procedures.

- (a) If, at or following the date of this Agreement, any Person entitled to be indemnified under this Section 10 (the "Indemnitee") shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Pluto Group or the Spinco Group of any claim or of the commencement by any such Person of any Action with respect to which the Party from whom indemnification may be sought under this Section 10 (the "Indemnifying Party") (such claim, a "Third-Party Claim"), such Indemnitee shall give such Indemnifying Party written notice thereof as promptly as practicable, but in any event within thirty (30) days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of any Indemnitee to provide notice as provided in this Section 10.3(a) shall not relieve an Indemnifying Party of its obligations under this Section 10, except to the extent, and only to the extent, that such Indemnifying Party is materially prejudiced by such failure to give notice in accordance with this Section 10.3(a).

- (b) An Indemnifying Party may elect (but shall not be required) to defend (and seek to settle or compromise), at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (which counsel shall be reasonably satisfactory to the Indemnitee), any Third-Party Claim; provided that the Indemnifying Party shall not be entitled to defend such Third-Party Claim and shall pay the reasonable fees and expenses of one separate counsel for all Indemnitees if the claim for indemnification relates to or arises in connection with any criminal action, indictment or allegation or if such Third-Party Claim seeks an injunction or equitable relief against the Indemnitee (and not any Indemnifying Party or any of its Affiliates). Within thirty (30) days after the receipt of notice from an Indemnitee in accordance with Section 10.3(a) (or sooner, if the nature of such Third-Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election whether the Indemnifying Party will assume responsibility for defending such Third-Party Claim, which election shall specify any reservations or exceptions to its defense. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third-Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnitee; provided, however, in the event that the Indemnifying Party has elected to assume the defense of the Third-Party Claim but has specified, and continues to assert, any reservations or exceptions in such notice, then, in such case, the reasonable fees and expenses of one separate counsel for all Indemnitees shall be borne by the Indemnifying Party; and provided further that the Indemnifying Party will pay the reasonable fees and expenses of such separate counsel if, based on the reasonable opinion of legal counsel to the Indemnitee, a conflict or potential conflict of interest exists between the Indemnifying Party and the Indemnitee which makes representation of both parties inappropriate under applicable standards of professional conduct.
- (c) If an Indemnifying Party elects not to assume responsibility for defending a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in Section 10.3(b), then the applicable Indemnitee may defend such Third-Party Claim at the cost and expense of the Indemnifying Party to the extent indemnification is available under the terms of this Agreement. If an Indemnifying Party elects not to assume responsibility for defending a Third-Party Claim, or fails to notify an Indemnitee of its election as provided in Section 10.3(b), then, it shall not be a defense to any obligation of the Indemnifying Party to pay any amount in respect of such Third-Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or, subject to Section 10.3(d), that such Third-Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

- (d) Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising party, does not involve any admission, finding or determination of wrongdoing or violation of Law by the other Party and provides for a full, unconditional and irrevocable release of the other Party from all Liability in connection with the Third-Party Claim.

10.4 Limitations on Liability.

- (a) Except in the event of (i) Third Party Claims subject to a Party's indemnification obligations pursuant to Section 10.1, (ii) Third Party Claims subject to a Party's indemnification obligations pursuant to Section 10.2, (iii) the gross negligence, fraud or willful misconduct of a Party or its Personnel, (iv) a Party's willful breach of this Agreement, (v) a breach of Section 13 or (vi) customer liabilities pursuant to, and subject to the limitations set forth in, Section 2.5(e), neither Party's aggregate liability to the other Party (or its Personnel that are indemnitees under Section 10.1 or Section 10.2, as applicable) under this Agreement for the initial twelve (12) month period immediately following the Effective Date, and for any twelve (12) month period thereafter during the Term, shall exceed, on a cumulative basis, the amount that is one and one half (1½) times the aggregate amounts paid or payable pursuant to this Agreement in the preceding twelve (12) month period preceding the loss date by Customer to Manufacturer but solely with respect to the supply hereunder of Product (or Products) for which such corresponding liability arose (the "Affected Products") and not any other Products (or if, as of the time the liability arises, this Agreement has not been in effect for twelve (12) months, then the amounts paid or payable by Customer to Manufacturer hereunder during the period from the Effective Date until such time the liability arises, shall be annualized to a full twelve (12) months but solely with respect to the supply hereunder of the Affected Product(s) and not any other Products).
- (b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR DAMAGES OR CLAIMS ARISING OUT OF (I) A BREACH OF SECTION 13 OF THIS AGREEMENT, (II) CUSTOMER LIABILITIES PURSUANT TO, AND SUBJECT TO THE LIMITATIONS SET FORTH IN, SECTION 2.5(E), (III) A PARTY'S OR ITS PERSONNEL'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (IV) A PARTY'S WILLFUL BREACH OF THIS AGREEMENT, OR (V) A PARTY'S INDEMNIFICATION OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS UNDER SECTION 10.1 OR SECTION 10.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY INDEMNIFIED PARTY HEREUNDER FOR ANY CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL OR INDIRECT DAMAGES, LOSS OF REVENUE OR PROFITS, DIMINUTION IN VALUE, DAMAGES BASED ON MULTIPLE OF

REVENUE OR EARNINGS OR OTHER PERFORMANCE METRIC, LOSS OF BUSINESS REPUTATION, PUNITIVE AND EXEMPLARY DAMAGES OR ANY SIMILAR DAMAGES ARISING OR RESULTING FROM OR RELATING TO THIS AGREEMENT, WHETHER SUCH ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

10.5 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

- (a) The Parties intend that any Loss subject to indemnification or reimbursement pursuant to this Section 10 will be net of Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of any indemnifiable Liability. Accordingly, the amount that any Indemnifying Party is required to pay to any Indemnitee will be reduced by any Insurance Proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of such Indemnitee in respect of the related Loss. If an Indemnitee receives a payment (an “Indemnity Payment”) required by this Agreement from an Indemnifying Party in respect of any Loss and subsequently receives Insurance Proceeds or any other amounts in respect of the related Loss, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.
- (b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provisions contained in this Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a “wind-fall” (i.e., a benefit that such insurer or other Third Party would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys’ fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Section 10. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

10.6 Additional Matters.

- (a) Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Section 10 shall be paid reasonably promptly (but in any event within sixty (60) days of the final determination of the amount that the Indemnitee is entitled to indemnification under this Section 10) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities.
- (b) If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against the Third Party.
- (c) If payment is made by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.
- (d) In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant or otherwise add the Indemnifying Party as party thereto, if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this Section 10, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement, and the cost of any interest or penalties relating to any judgment or settlement with respect to such Third-Party Claim.

11. Insurance.

11.1 Requirements to Maintain. During the Term, Manufacturer shall self-insure or shall provide and maintain such insurance coverage, in minimum types and amounts as described below in this Section 11.

- (a) Any and all deductibles or retentions for such insurance policies shall be assumed by, for the account of, and at Manufacturer's sole risk.
- (b) To the extent of the liabilities assumed by Manufacturer under this Agreement, such insurance policies of Manufacturer shall be primary and non-contributing with respect to any other similar insurance policies available to Customer or its Affiliates.
- (c) Manufacturer shall furnish to Customer certificates of insurance (electronic is acceptable), evidencing the required insurance coverage, upon execution of this Agreement and annually, thereafter.

11.2 Amounts and Limits. The insurance required under this Section 11 shall be written for not less than any limits of liability specified herein or as required by applicable Law, whichever is greater. All insurance carriers shall have a minimum of "A-" A.M. Best rating. Manufacturer shall have the right to provide the total limits required by any combination of self-insurance, primary and umbrella/excess coverage; said insurance to include the following:

- (a) Insurance for liability under the workers' compensation or occupational disease Laws of any state of the United States (or be a qualified self-insurer in those states of the United States) or otherwise applicable with respect to Persons performing the services and employer's liability insurance covering all claims by or in respect to the employees of Manufacturer, providing:
 - (i) Coverage for the statutory limits of all claims under the applicable State Workers' Compensation Act or Acts. If a Facility Addendum will result in exposures under the U.S. Longshore and Harbor Workers' Compensation Act and its amendments (work dockside or on water), the Jones Act (involving seamen, masters and crew of vessels) or the Federal Employers' Liability Act (railroad exposure), coverage shall be extended to include insurance coverages mandated thereby;
 - (ii) Employer's liability insurance with a limit of not less than \$1,000,000;

- (iii) Manufacturer warrants that all of its employees involved in this Agreement are covered by statutory workers' compensation; and
 - (iv) Where allowed by Applicable Law, Customer and its Affiliates shall be provided a waiver of subrogation, except for losses due to the sole negligence of Manufacturer.
- (b) Commercial general liability insurance with the following limits and forms/endorsements:
Each Occurrence: \$2,000,000
- (i) Occurrence form including premises and operations coverage, property damage, liability, personal injury coverage, products and completed operations coverage, and transit.
 - (ii) To the extent of Manufacturer's indemnification obligations, Customer and its Affiliates shall be additional insureds via ISO form CG20101185 or its equivalent.
- (c) Automobile and Truck Liability Insurance: \$2,000,000 combined single limit for bodily injury and property damage arising out of all owned, non- owned and hired vehicles, including coverage for all automotive and truck equipment used in the performance of this Agreement and including the loading and unloading of same.
- (d) Umbrella (excess) liability coverage in an amount not less than \$3,000,000 per occurrence and in the aggregate.
- (e) If Manufacturer has care, custody or control of Customer-Supplied Material, Manufacturer shall be responsible for any loss or damage to it and provide all risk property coverage at full replacement cost for property and at the costs-per-unit as specified in the Facility Addendum for inventory.

12. Customer-Supplied Materials; Buy-Sell Materials; Transition.

12.1 Supply; Rejection; Transition.

- (a) Customer shall at its own expense supply Manufacturer with the Customer-Supplied Materials identified in the applicable Facility Addendum. Customer shall supply Manufacturer with the Buy-Sell Materials at a price that Customer determines, subject to Section 3.2(c), and communicates to Manufacturer. At Customer's option, the Customer-Supplied Materials and Buy-Sell Materials may be delivered directly from Customer's Third-Party vendor to Manufacturer at the vendor's or Customer's expense. Customer or its vendor shall supply Manufacturer with a copy of the certificate of analysis for the Customer-Supplied Materials and Buy-Sell Materials no later than delivery of the Customer-Supplied Materials or Buy-Sell

Materials to Manufacturer. Customer hereby covenants to Manufacturer that each Customer-Supplied Material and Buy-Sell Materials furnished by or on behalf of Customer to Manufacturer or its Affiliate or designee under this Agreement will, upon delivery by Customer to Manufacturer pursuant to this Agreement, comply with, and have been used, handled and stored in accordance with, the specifications for such Customer-Supplied Materials or Buy-Sell Materials (as applicable), all applicable Laws, the Quality Agreement, this Agreement and the applicable Facility Addendum and otherwise have no defects. Manufacturer's obligations to manufacture and supply Product under this Agreement are subject to and conditioned upon Customer's timely delivery of Customer-Supplied Material and Buy-Sell Materials in accordance with this Section 12.

- (b) Manufacturer shall provide to Customer a monthly rolling forecast of its requirements for Customer-Supplied Materials and Buy-Sell Materials based upon Customer's Forecasts for Products, and Manufacturer shall issue to Customer "pro forma" purchase orders for Customer-Supplied Materials and actual purchase orders for Buy-Sell Materials, in each case, according to parameters included in the applicable Facility Addendum, including safety stock and lead time requirements. Manufacturer shall be responsible to receive, sample, store and maintain the inventory of such ordered Customer-Supplied Materials and Buy-Sell Materials at Manufacturer's Facility.
- (c) Within each calendar month during the Term, Manufacturer will provide a monthly inventory report of Customer-Supplied Materials substantially in the format attached as Attachment C to this Agreement. The Parties acknowledge and agree that the Manufacturer's timely providing the referenced monthly inventory report is a critical component of the Customer's Customer-Supplied Materials management program and further that any such failure on the part of Manufacturer to timely provide such monthly inventory report shall be addressed at the immediately following scheduled JAC Meeting.
- (d) Manufacturer may reject any Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Materials by (i) providing Customer with no less than sixty (60) days' prior written notice of Manufacturer's intention to reject along with the documentation setting forth in reasonable detail the basis for rejection, (ii) meeting with Customer at Customer's request to discuss the basis for the proposed rejection, and (iii) providing Customer with notice of rejection in the event that Manufacturer rejects the subject Non-Complying Buy-Sell Materials or Non-Complying Customer-Supplied Materials (as applicable) at the end of such sixty (60) day period (or such other time frame as the Parties may agree upon).

- (e) Customer shall submit invoices to Manufacturer upon delivery to Manufacturer or its applicable Affiliate of Buy-Sell Materials, and Manufacturer shall make payments with respect thereto, in accordance with the invoice and payment requirements set forth in Section 3.5, applied correlatively, and the parties shall discuss in good faith further requirements with respect to the supply of Buy-Sell Materials.
- (f) Customer shall use its commercially reasonable efforts to convert all Buy-Sell Materials arrangements to Customer-Supplied Materials arrangements as promptly as practicable after the Effective Date; provided that Customer shall provide updates with respect to such efforts at each JAC Meeting until all such Buy-Sell Materials arrangements shall have been converted to Customer-Supplied Materials arrangements.

12.2 Title and Risk of Loss.

- (a) Title to the Customer-Supplied Materials supplied by Customer to Manufacturer shall remain with Customer; provided, however, that risk of loss shall pass to Manufacturer at the time Customer-Supplied Materials are delivered to the Manufacturer DDP (Incoterms 2010) at the applicable Facility. Manufacturer shall not use Customer-Supplied Materials for any purposes other than those related to the manufacture of a Product pursuant to this Agreement.
- (b) The risk of loss or damage to Customer-Supplied Materials during the possession thereof by Manufacturer shall be solely with Manufacturer.
- (c) Manufacturer shall insure or self-insure the Customer-Supplied Materials and Products while such is in Manufacturer's possession at an agreed-upon value.
- (d) The title and risk of loss for Buy-Sell Materials shall pass to Manufacturer upon delivery to the Manufacturer DDP (Incoterms 2010) at the applicable Facility.

12.3 Reimbursement for Loss of Customer-Supplied Materials. Manufacturer shall reimburse Customer for excess Customer-Supplied Materials used as a result of Manufacturer's failure to achieve the minimum average yield or usage (as applicable) set forth in the applicable Facility Addendum. During the first quarter of each Fiscal Year during the Term of this Agreement, Manufacturer will report to Customer the actual yield achieved for all Customer-Supplied Materials used during the previous calendar year on a Facility-by-Facility basis. If the achieved yield is lower than the minimum average yield specified in the applicable Facility Addendum on an aggregated basis for all Customer-Supplied Materials for each applicable Facility Addendum, then Manufacturer will reimburse to Customer the actual cost of the excess Customer-Supplied Materials used as set forth in the applicable Facility Addendum. For the avoidance of doubt, (a) rejected batches and all Customer-Supplied Material that is, for any reason other than a determination that such Customer-Supplied Materials are non-conforming, not incorporated into Product delivered hereunder, shall be included in the annual yield calculation and (b) Customer-Supplied Materials for which Manufacturer is responsible for reimbursing Customer pursuant to Section 4.11(b) shall not be included in the annual yield calculation.

13. Confidentiality.

The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation Agreement.

14. Supply Chain Security.

14.1 Supply Chain Representations.

Manufacturer represents, warrants and covenants to Customer that:

Manufacturer has reviewed its supply chain security procedures and that these procedures and their implementation are, and shall remain during the Term of this Agreement, in accordance with the importer security criteria set forth by the "C-TPAT." Manufacturer represents and warrants that it has developed and implemented, or shall develop and implement within sixty (60) calendar days of its execution of this Agreement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures to assure compliance with C-TPAT minimum security criteria.

14.2 C-TPAT.

Manufacturer acknowledges that Customer is a certified member of C-TPAT. As a C-TPAT member, Customer is required to make periodic assessment of its international supply chain based upon C-TPAT security criteria. Manufacturer agrees to conduct and document an annual security audit at each of its Facilities and to take all necessary corrective actions to ensure the continued participation of Customer in C-TPAT. Manufacturer agrees to share with Customer the results of such annual audits and agrees to prepare and submit to Customer a report on the corrective actions taken in response thereto. In addition, Customer may audit Manufacturer's Records and Facilities for the purpose of verifying that Manufacturer's procedures are in accordance with the C-TPAT security criteria, and Manufacturer shall provide Customer with access to Manufacturer's Records and Facilities reasonably necessary for the purpose of conducting such audit. Manufacturer agrees to notify Customer of any event that has resulted in or threatens the loss of its C-TPAT Benefits (if it is a member of the C-TPAT program) or alternatively jeopardizes Customer's retention of its own C-TPAT Benefits. In an effort to secure each part of the supply chain, Manufacturer agrees to work in good faith to become a member of the C-TPAT program, if Manufacturer is organized or incorporated in the United States, Mexico or Canada, or the equivalent supply chain security program criteria administered by the customs administration in Manufacturer's home country if Manufacturer is not organized or incorporated in the United States, Mexico or Canada.

15. **Records and Audits.**

15.1 **Records.**

Manufacturer will maintain complete and accurate Records. Any Records that are financial in nature such as, but not limited to, time sheets, billing Records, invoices, payment applications, payments of consultants and subcontractors and receipts relating to reimbursable expenses shall be maintained in accordance with applicable Law in the jurisdiction in which the applicable Facility is located. Manufacturer shall maintain such Records for a period equal to the later of (x) three (3) years after the expiration or termination of this Agreement or the applicable Facility Addendum, (y) the expiration of the statute of limitation for the Tax period applicable to such Records, or (z) for such period as otherwise may be required by applicable Law (the "Record Retention Period").

15.2 **Audits.**

Customer or its representatives, including its external auditors, may audit such Records of Manufacturer, including all Records related to Manufacturer's compliance with applicable Laws, at any time during the Term of this Agreement or applicable Facility Addendum or the Record Retention Period, during normal business hours and upon reasonable advance written notice to Manufacturer (but in no event more than one (1) time per year except "for cause"). Manufacturer shall make such Records readily available for such audit. Any Records or information accessed or otherwise obtained by Customer or its representatives in connection with any audit (including any audit pursuant to Section 3.4) shall be deemed Manufacturer's confidential and proprietary Information and each representative of Customer will be subject to non-use and other confidentiality obligations substantially comparable to those set forth herein for Customer. Except as otherwise provided in Section 3.4, if any financial audit reveals that Manufacturer has overcharged Customer, Manufacturer shall reimburse Customer for such overcharge within thirty (30) days of Manufacturer's receipt of the relevant audit results, and in the event that any such overcharge equals an amount equal to or greater than five percent (5%) of the total amounts invoiced during the period under such audit, then Manufacturer shall promptly reimburse Customer for all reasonable Third Party costs and expenses actually incurred in the conduct of such audit. If any financial audit reveals that Customer has underpaid Manufacturer, Customer shall reimburse Manufacturer for such underpayment within thirty (30) days of Customer's receipt of the relevant audit results. For clarity, if there is a conflict between Section 3.4(a) and this Section 15.2 with respect to the review of a Price increase, Section 3.4(a) shall govern and control.

16. **Notices.**

All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) when served by personal delivery upon the Party for whom it is intended; (b) one (1) Business Day following the day sent by overnight courier, return receipt requested; (c) when sent by facsimile; provided that the facsimile is promptly confirmed; or (d) when sent by e-mail; provided that a copy of the same notice or other communication sent by e-mail is also sent by overnight courier, return receipt requested, personal delivery, or facsimile as provided herein, on the same day as such e-mail is sent, in each case to the Person at the address, facsimile number or e-mail address set forth below, or such other address, facsimile number or e-mail address as may be designated in writing hereafter, in the same manner, by such Person:

If to Customer: Pfizer Inc.
235 East 42nd Street
New York, New York 10017
ATTENTION: Douglas M. Lankler
Bryan A. Supran
EMAIL ADDRESS: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
ATTENTION: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
EMAIL ADDRESS: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

If to Manufacturer: Viatrix Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
ATTENTION: Michael Goettler
EMAIL ADDRESS: michael.goettler@viatrix.com

with copies (which shall not constitute notice) to:

Viatis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatis.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
ATTENTION: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
EMAIL ADDRESS: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

Either Party may, by notice to the other Party, change the addresses and names applicable to such Party given above.

17. Miscellaneous.

17.1 Negotiations of Dispute.

The dispute resolution procedures set forth in Article VII of the Separation Agreement shall apply *mutatis mutandis* with respect to any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provisions of this Agreement, a Purchase Order or Facility Addendum. Further, the requirement to attempt to resolve a dispute in accordance with this Section 17.1 does not affect a Party's right to terminate this Agreement or a Purchase Order as provided in Section 7 hereof, and neither Party shall be required to follow these procedures prior to terminating this Agreement.

17.2 Publicity.

Manufacturer shall not use the name, trade name, service marks, trademarks, trade dress or logos of Customer (or any of its Affiliates) in publicity releases, advertising or any other publication, nor identify Customer as a customer, without Customer's prior written consent in each instance. Customer shall not use the name, trade name, service marks, trademarks, trade dress or logos of Manufacturer (or any of its Affiliates) in publicity releases, advertising or any other publication, without Manufacturer's prior written consent in each instance. Nothing in this Section 17.2 shall or is intended to limit any Party's rights under the Separation Agreement or any Ancillary Agreement.

17.3 **Governing Law and Venue.**

- (a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof or thereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to any Laws or principles thereof that would result in the application of the Laws of any other jurisdiction. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.
- (b) Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 16. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.
- (c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE OTHER ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE FINANCING). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT

SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 17.3(C).

17.4 Relationship of the Parties.

The relationship hereby established between Customer and Manufacturer is solely that of independent contractors. Manufacturer has no authority to act or make any agreements or representations on behalf of Customer or its Affiliates. This Agreement is not intended to create, and shall not be construed as creating, between Manufacturer and Customer, the relationship of fiduciary, principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied. No employee or agent engaged by Manufacturer shall be, or shall be deemed to be, an employee or agent of Customer and shall not be entitled to any benefits that Customer provides to its own employees.

17.5 Assignment; Binding Effect.

- (a) Except as otherwise provided in this Section 17.5, neither Party shall assign this Agreement or any rights, benefits or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld, conditioned or delayed).
- (b) Either Party may assign its rights and obligations under this Agreement to one or more of its Affiliates without the other Party's consent; provided that such Affiliate remains at all times during the Term an Affiliate of such Party; provided, further, that no such assignment shall release such Party from its obligations under this Agreement.
- (c) Customer may, without Manufacturer's consent, assign the rights and obligations of this Agreement (i) on a Product-by-Product basis, to a Third Party in connection with a bona fide transfer, sale or divestiture of all or substantially all of its business to which such Product relates or in the event of such business's spin-off, merger or consolidation with another company or business entity or (ii) to any Third Party which acquires or succeeds to all or substantially all of the assets of the business of Customer to which this Agreement and the Facility Addenda relate (including in connection with such business's spin-off, merger or consolidation with another company or business entity).

- (d) Subject to Section 7.4, Manufacturer may, without Customer's consent, assign the rights and obligations of this Agreement (i) on a Facility-by-Facility basis, to a Third Party in connection with a bona fide transfer, sale or divestiture of such Facility or (ii) to any Third Party which acquires or succeeds to all or substantially all of the assets of the business of Manufacturer to which this Agreement and the Facility Addendum relates (including in connection with such business's spin-off, merger or consolidation with another company or business entity).
- (e) Notwithstanding anything to the contrary in this Agreement, neither Party may assign this Agreement in whole or in part to a Restricted Party.
- (f) In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void ab initio and of no force or effect. Notwithstanding anything contained in this Agreement, each Party hereby acknowledges and agrees that the other Party may perform any of its obligations, and exercise any of its rights, under this Agreement, any Facility Addendum and Quality Agreement through any of its Affiliates.

17.6 Force Majeure.

Subject to Manufacturer's obligations under Section 2.5(a), no Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, natural disasters, hurricane, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of Government, war (whether or not declared), acts of terrorism, or other similar causes ("Force Majeure Event"). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. In the event that the delay continues for a period of at least sixty (60) calendar days, the Party affected by the other Party's delay may elect to (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event or (b) cancel all or any part of the unperformed part of this Agreement or any Purchase Orders.

17.7 Severability.

If any provision of this Agreement or the application of any provision thereof to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

17.8 Non-Waiver; Remedies.

Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at Law or in equity.

17.9 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

17.10 Forms.

The Parties recognize that, during the Term of this Agreement, a Purchase Order acknowledgment form or similar routine document (collectively, "Forms") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall govern and control in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

17.11 Headings; Interpretation.

(a) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(b) The definitions in Section 1 shall apply equally to both the singular and plural forms of the terms defined.

(c) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Section” and “Attachment” refer to the specified Section or Attachment of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (G) the word “or” shall be disjunctive but not exclusive; and (H) the word “from” (when used in reference to a period of time) means “from and including” and the word “through” (when used in reference to a period of time) means “through and including”;

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(e) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(f) The terms “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(g) All monetary figures shall be in United States dollars unless otherwise specified.

(h) All references to “this Agreement” or any “Facility Addendum” shall include any amendments, modifications or supplements thereto.

17.12 Rules of Construction.

The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

17.13 Counterparts.

This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

17.14 Amendments.

No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

17.15 Entire Agreement.

This Agreement, the Separation Agreement, the other Ancillary Agreements, including any related annexes, exhibits, schedules and attachments, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER INC.

By: /s/ Douglas E. Giordano
Name: Douglas E. Giordano
Title: Senior Vice President, Worldwide Business Development

UPJOHN INC.

By: /s/ Sanjeev Narula
Name: Sanjeev Narula
Title: Authorized Officer

INTELLECTUAL PROPERTY MATTERS AGREEMENT

THIS INTELLECTUAL PROPERTY MATTERS AGREEMENT (the "Agreement") is made effective as of the Closing Date, by and between Pfizer Inc., a Delaware corporation ("Pluto"), and Upjohn Inc., a Delaware corporation ("Spinco"). Each of Pluto and Spinco may individually be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pluto and Spinco (as it may be amended or supplemented, the "Separation and Distribution Agreement"), Pluto and the other members of the Pluto Group (as defined in the Separation and Distribution Agreement) have contributed, assigned, transferred, conveyed and delivered to Spinco and the other members of the Spinco Group (as defined in the Separation and Distribution Agreement), all of the right, title and interest of Pluto and the other members of the Pluto Group in and to the Spinco Intellectual Property (as defined in the Separation and Distribution Agreement), in accordance with and subject to the terms and conditions of the Separation and Distribution Agreement;

WHEREAS, Pluto and the other members of the Pluto Group desire to grant to Spinco and the other members of the Spinco Group, and Spinco and the other members of the Spinco Group desire to be granted, certain non-exclusive licenses under the Licensed IP (as defined below) in accordance with and subject to the terms and conditions of this Agreement;

WHEREAS, Spinco and the other members of the Spinco Group desire to grant to Pluto and the other members of the Pluto Group, and Pluto and the other members of the Pluto Group desire to be granted, certain non-exclusive licenses under the Spinco Intellectual Property in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, Section 2.08(a) of the Separation and Distribution Agreement provides that Pluto and Spinco will enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement. For the purpose of this Agreement, the following terms shall have the following meanings:

1.1 "Agreement" has the meaning set forth in the preamble.

1.2 "Control" or "Controlled" means, with respect to a given Patent Right, Copyright or article of Know-How, that either of Pluto or Spinco or any of their respective Subsidiaries retain the right to grant access to, or to grant a license under, such Patent Right, Copyright or Know-How as provided for herein, without violating the terms of any agreement with, or rights of, any Third Party.

1.3 “Field” means human therapeutic, prophylactic and prognostic purposes.

1.4 “Improvement” means any new, improved, enhanced or modified composition, formulation, method of manufacture, line extension of or new indication for a product, including in combination with one or more other active pharmaceutical ingredient, provided that the new, improved, enhanced or modified composition, formulation, method of manufacture, line extension or new indication contains or relates to the same active pharmaceutical ingredient as the original product, whether or not such new, improved, enhanced or modified composition, formulation, method of manufacture, line extension or new indication expands outside the existing label claim for such product.

1.5 “Licensed Copyrights” means any Copyrights that (a) are Controlled by Pluto or any of its Affiliates on the Closing Date after giving effect to the transactions pursuant to the Separation and Distribution Agreement; and (b) are or were used or held for use, or as of the Closing Date were planned for use, by Pluto or any of its Affiliates in the Spinco Business (including with respect to the Spinco Pipeline Products).

1.6 “Intellectual Property Improvement” has the meaning set forth in Section 4.1.

1.7 “Licensed IP” means all (a) Licensed Know-How, (b) Licensed Patent Rights and (c) Licensed Copyrights.

1.8 “Licensed Know-How” means Know-How that (a) is Controlled by Pluto or any of its Affiliates on the Closing Date after giving effect to the transactions pursuant to the Separation and Distribution Agreement; and (b) is or was used or held for use, or as of the Closing Date was planned for use, by Pluto or any of its Affiliates in the Spinco Business (including with respect to the Spinco Pipeline Products).

1.9 “Licensed Patent Rights” means Patent Rights that (a) are Controlled by Pluto or any of its Affiliates on the Closing Date after giving effect to the transactions pursuant to the Separation and Distribution Agreement, and (b) are or were used or held for use by Pluto or any of its Affiliates in the Spinco Business (including with respect to the Spinco Pipeline Products) as conducted in the last twelve (12) months prior to the Closing Date or as of the Closing Date were planned for use by Pluto or any of its Affiliates in the Spinco Business (including with respect to the Spinco Pipeline Products). Licensed Patent Rights include the Patent Rights listed in Schedule B hereto.

1.10 “Licensed Spinco IP” has the meaning set forth in Section 3.1.

1.11 “Manufacturing Process Patent Rights” means those claims of Licensed Patent Rights which are directed to any part of the manufacturing process of any Spinco Product or any Spinco Pipeline Product as it exists on the Closing Date.

1.12 “Party” and “Parties” have the meaning set forth in the preamble.

1.13 “Pluto” has the meaning set forth in the preamble.

1.14 “Separation and Distribution Agreement” has the meaning set forth in the preamble.

1.15 “Spinco” has the meaning set forth in the preamble.

1.16 “Spinco Patent Rights” means Patent Rights that are exclusively used or exclusively held for use by the Spinco Business (including with respect to the Spinco Pipeline Products) including the Patents and Trademarks set forth on Schedule 1.01(f) to the Separation and Distribution Agreement, and the right to all past and future damages and claims for the infringement or misappropriation of any of the foregoing.

1.17 “Spinco Pipeline Products” means the products set forth on Schedule A hereto and any Improvements to Spinco Products (including the products set forth on Schedule A hereto) that are under development by the Spinco Business as of the Closing Date.

1.18 “Sublicensee” has the meaning set forth in Section 2.5.

1.19 “Third Party” means any Person other than Pluto, Spinco or any members of their respective Groups (as defined in the Separation and Distribution Agreement).

2. License Grants by Pluto.

2.1 Non-Exclusive License under Licensed Patent Rights. Pluto (on behalf of itself and its Affiliates) hereby grants, and shall cause each of its Affiliates to grant, to the members of Spinco Group a worldwide, royalty-free, fully paid-up, non-sublicensable (except as set forth in Section 2.5), perpetual, irrevocable (subject to Sections 11.2(a) and 11.2(b)), non-terminable (subject to Sections 11.2(a) and 11.2(b)), non-exclusive license under the Licensed Patent Rights to research, develop, manufacture, market, commercialize, distribute, sell, test, use, store and otherwise exploit any Spinco Products or any Spinco Pipeline Products and Improvements thereto in the Field.

2.2 Non-Exclusive License under Licensed Manufacturing Process Patent Rights. Pluto (on behalf of itself and its Affiliates) hereby grants, and shall cause each of its Affiliates to grant, to the members of Spinco Group a worldwide, royalty-free, fully paid-up, non-sublicensable (except as set forth in Section 2.5), perpetual, irrevocable (subject to Sections 11.2(a) and 11.2(b)), non-terminable (subject to Sections 11.2(a) and 11.2(b)), non-exclusive license under any Manufacturing Process Patent Rights to research, develop, manufacture, market, commercialize, distribute, sell, test, use, store and otherwise exploit any products of Spinco in the Field and Improvements thereto in the Field.

2.3 Non-Exclusive License under Licensed Copyrights and Licensed Know-How. Pluto (on behalf of itself and its Affiliates) hereby grants, and shall cause each of its Affiliates to grant, to the members of Spinco Group a worldwide, royalty-free, fully paid-up, non-sublicensable (except as set forth in Section 2.5), perpetual, irrevocable (subject to Sections 11.2(a) and 11.2(b)), non-terminable (subject to Sections 11.2(a) and 11.2(b)), non-exclusive license under the Licensed Copyrights and Licensed Know-How to research, develop, manufacture, market, commercialize, distribute, sell, test, use, store and otherwise exploit any products of Spinco in the Field and Improvements thereto in the Field.

2.4 Limitation of Rights; No Implied Rights. All rights not explicitly granted in this Section 2 are reserved to Pluto and its Affiliates. Except as expressly set forth in this Agreement, (i) Pluto and its Affiliates shall retain all right, title and interest in and to the Licensed IP and (ii) nothing in this Agreement shall be construed to confer any rights upon Spinco or any other member of the Spinco Group, by implication, estoppel or otherwise, under the Licensed IP or any other Intellectual Property owned, licensed or otherwise Controlled by Pluto or any of its Affiliates.

2.5 Scope of Sublicenses. The licenses granted in Sections 2.1, 2.2 and 2.3 shall not include any right to grant any sublicenses except as provided in this Section 2.5. Subject to the terms and conditions of this Agreement, Spinco or any other member of the Spinco Group may sublicense the licenses granted to it pursuant to Sections 2.1, 2.2 and 2.3 to any of its Affiliates, consultants, subcontractors, vendors, manufacturers or suppliers or any other agents retained by Spinco or the relevant member of the Spinco Group to conduct its business (each, a “Sublicensee”); provided that (a) such sublicense is solely for the purpose of, and to the extent necessary, for such Sublicensee to perform a service for or on behalf of Spinco or the relevant member of the Spinco Group, and not for the direct benefit of such Sublicensee or any other Third Party; (b) Spinco or the relevant member of the Spinco Group shall remain responsible and liable for each Sublicensee’s compliance with all of the terms and conditions of this Agreement and (c) any breach of the terms or conditions of this Agreement by any Sublicensee shall be deemed a breach by Spinco or the relevant member of the Spinco Group of such terms or conditions.

3. License Back.

3.1 Non-Exclusive Grant-Back Unblocking License by Spinco. Spinco (on behalf of itself and its Affiliates) hereby grants, and shall cause each of its Affiliates to grant, to the members of Pluto Group a worldwide, royalty-free, fully paid-up, non-sublicensable (subject to the following sentence), perpetual, irrevocable (subject to Sections 11.2(a) and 11.2(c)), non-terminable (subject to Sections 11.2(a) and 11.2(c)), non-exclusive license under the Copyrights, Patent Rights and Know-How included in the Spinco Intellectual Property (collectively, the “Licensed Spinco IP”) to research, develop, manufacture, market, commercialize, distribute, sell, test, use, store and otherwise exploit any products of Pluto and Improvements thereto in the Field. The provisions of Section 2.5 shall apply to Pluto and the other members of the Pluto Group *mutatis mutandis* with respect to any sublicensing of the Licensed Spinco IP by Pluto or any other member of the Pluto Group.

3.2 Limitation of Rights; No Implied Rights. All rights not explicitly granted in this Section 3 are reserved to Spinco and its Affiliates. Except as expressly set forth in this Agreement, (i) Spinco and its Affiliates shall retain all right, title and interest in and to the Spinco Intellectual Property and (ii) nothing in this Agreement shall be construed to confer any rights upon Pluto or any other member of the Pluto Group, by implication, estoppel or otherwise, under the Spinco Intellectual Property or any other Intellectual Property owned, licensed or otherwise Controlled by Spinco or any of its Affiliates.

4. Intellectual Property Improvements.

4.1 Ownership under this Agreement. The ownership of any improvements, modifications or derivative works that are based on or result from the Licensed IP or the Licensed Spinco IP, or the subject matter described or claimed therein, as applicable, that are conceived of, made, or otherwise reduced to practice by or on behalf of a Party after the Closing Date (each, an "Intellectual Property Improvement") will be determined in accordance with applicable Law.

4.2 No License to Intellectual Property Improvements. Each Party expressly acknowledges and agrees that no right or license, express or implied, is granted by Pluto to Spinco, or by Spinco to Pluto, in or to any Intellectual Property Improvements. Neither Party shall have any obligation to provide the other Party with any Intellectual Property Improvement or embodiment thereof. Any decision to apply for a patent or other protection on any Intellectual Property Improvement shall be at the sole discretion and expense of the Party that owns such Intellectual Property Improvement.

4.3 Ownership under the Separation and Distribution Agreement or any other Ancillary Agreements. Notwithstanding any provision of this Agreement to the contrary, ownership of any Intellectual Property under the Separation and Distribution Agreement or any other Ancillary Agreements shall be as described therein.

5. Patent Prosecution and Maintenance. Pluto shall have the sole and exclusive right, but not the obligation, to obtain, prosecute (including carrying out any interferences, reissue proceedings and re-examinations), and maintain throughout the world (whether directly or through its Affiliates, Subsidiaries or Third Party designees), the Licensed Patent Rights at its expense. Spinco shall have the sole and exclusive right, but not the obligation, to obtain, prosecute (including carrying out any interferences, reissue proceedings and re-examinations), and maintain throughout the world (whether directly or through its Affiliates, Subsidiaries or Third Party designees), the Spinco Patent Rights at its expense.

6. Patent Enforcement and Defense.

6.1 Licensed Patent Rights. Pluto shall have the sole and exclusive right, but not the obligation, to enforce and defend the Licensed Patent Rights (whether directly or through its Affiliates, Subsidiaries or Third Party designees), including the institution of any Action for infringement of the Licensed Patent Rights at its sole expense. Pluto shall have the sole and exclusive right to control the prosecution of any such Action it commences (whether directly or through its Affiliates, Subsidiaries or Third Party designees) and shall be entitled to retain any and all damages awarded or paid pursuant to any settlement of such Action.

6.2 Spinco Patent Rights. Spinco shall have the sole and exclusive right, but not the obligation, to enforce and defend the Spinco Patent Rights (whether directly or through its Affiliates, Subsidiaries or Third Party designees), including the institution of any Action for infringement of the Spinco Patent Rights at its sole expense. Spinco shall have the sole and exclusive right to control the prosecution of any such Action it commences (whether directly or through its Affiliates, Subsidiaries or Third Party designees) and shall be entitled to retain any and all damages awarded or paid pursuant to any settlement of such Action.

6.3 Cooperation. Upon the initiating Party's request and at the initiating Party's expense, the other Party agrees to reasonably cooperate with such initiating Party in the prosecution, maintenance and enforcement of Patent Rights licensed under this Agreement.

7. Representations and Warranties; Covenants.

7.1 Representations and Warranties. Each of Pluto (on behalf of itself and its Affiliates (as applicable)) and Spinco (on behalf of itself and its Affiliates (as applicable)) makes the representations and warranties set forth in this Section 7.1 to the other Party as of the Closing Date.

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. It has full corporate power and authority to execute, deliver, and perform this Agreement, and the execution, delivery and performance by it of this Agreement have been duly authorized by all requisite corporate action.

(b) This Agreement constitutes a valid and legally binding agreement enforceable against it in accordance with its terms (except as the enforceability thereof may be limited by applicable Laws).

7.2 Compliance with Laws. Each Party shall comply, and shall cause its Affiliates and Sublicensees to comply, with all applicable Laws in performing its and their obligations and exercising its and their rights pursuant to this Agreement.

7.3 DISCLAIMER. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THE SEPARATION AND DISTRIBUTION AGREEMENT OR SECTION 7 OF THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, UNDER THIS AGREEMENT, ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER UNDER THIS AGREEMENT OR AT LAW, INCLUDING ANY REPRESENTATION OR WARRANTY (A) OF QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY OR ENFORCEABILITY, (B) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE OR (C) THAT ANY INTELLECTUAL PROPERTY LICENSED FROM ONE PARTY TO THE OTHER PARTY HEREUNDER MAY BE PRACTICED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS THAT SPINCO, ITS AFFILIATES OR ITS SUBLICENSEES OR PLUTO, ITS AFFILIATES OR ITS SUBLICENSEES, AS APPLICABLE, HAVE PRACTICED ANY LICENSED IP OR SPINCO INTELLECTUAL PROPERTY, AS APPLICABLE, OUTSIDE OF THE SCOPE OF THE LICENSES GRANTED TO SPINCO OR TO PLUTO, AS APPLICABLE, UNDER THIS

AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER.

9. Confidentiality. The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information (including, notwithstanding anything to the contrary in the Separation and Distribution Agreement, any Know-How or Intellectual Property) hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation and Distribution Agreement. Upon the termination of this Agreement, the receiving party of any confidential information shall destroy, delete or return (as directed by the disclosing party of such confidential information) all confidential information of the disclosing party in any form that is in the possession or under the control of any receiving party or any Third Party to whom any receiving party has disclosed such confidential information in accordance with this Section 9. The provisions of this Section 9 shall survive termination of this Agreement for any reason.

10. Residual Knowledge. Notwithstanding anything to the contrary in this Agreement, each Party acknowledges the practical difficulty of policing the use of information in the unaided memory of the other Party or its Affiliates and its and their officers, directors, employees and agents, and as such each Party agrees that the other Party shall not be liable for the use by any of its or its Affiliates' officers, directors, employees or agents of specific confidential information of the first Party (or any of the first Party's Affiliates) that is retained in the unaided memory of such officer, director, employee or agent; provided that (a) such officer, director, employee or agent is not aware that such confidential information is the confidential information of the first Party at the time of such use; (b) the foregoing is not intended to grant, and shall not be deemed to grant, the other Party, its Affiliates or its officers, directors, employees and agents (i) a right to disclose the first Party's confidential information, or (ii) a license under any Patent Rights or other Intellectual Property of the first Party; and (c) such officer, director, employee or agent has not intentionally memorized such confidential information for use outside this Agreement.

11. Term and Termination; Remedies.

11.1 Term. The term of this Agreement shall be perpetual, unless earlier terminated in accordance with Section 11.2.

11.2 Termination.

(a) This Agreement may be terminated in its entirety upon the mutual written agreement of the Parties.

(b) Spinco may terminate this Agreement with respect to all or any part of the licenses granted by Pluto to Spinco pursuant to Section 2 for any reason or for no reason, upon thirty (30) days' prior written notice to Pluto by Spinco.

(c) Pluto may terminate this Agreement with respect to all or any part of the licenses granted by Spinco to Pluto pursuant to Section 3 for any reason or for no reason, upon thirty (30) days' prior written notice to Spinco by Pluto.

11.3 Remedies Cumulative. In the event of a breach of this Agreement by either Party, the non-breaching Party shall be entitled to seek monetary damages or injunctive or other equitable relief in addition to any other rights or remedies it may have under this Agreement.

11.4 Effects of Termination; Survival. In the event that this Agreement is terminated in its entirety, all rights and obligations of either Party under this Agreement shall immediately terminate, including the licenses granted under Section 2 and Section 3 and any sublicenses subsequently granted by Spinco or Pluto, as applicable. Further, the following provisions of this Agreement shall survive any termination (whether in part or in its entirety) of this Agreement Section 8 (Limitation of Liability), Section 9 (Confidentiality), Section 11.3 (Remedies Cumulative), Section 11.4 (Effects of Termination; Survival), Section 12 (Miscellaneous) and Section 1 (Definitions) (to the extent necessary to give effect to the foregoing sections in this sentence).

12. Miscellaneous.

12.1 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms "hereof," "herein," "hereby," "hereto," "herewith," "hereunder" and derivative or similar words refer to this entire Agreement; (E) the terms "Article," "Section," "Exhibit," and "Schedule" refer to the specified Article, Section, Exhibit or Schedule of this Agreement and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (G) the word "or" shall be disjunctive but not exclusive; and (H) the word "from" (when used in reference to a period of time) means "from and including" and the word "through" (when used in reference to a period of time) means "through and including";

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(e) The terms "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All monetary figures shall be in United States dollars unless otherwise specified.

12.2 Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Pluto, to:

Pfizer Inc. 235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
David K. Lam
Zachary S. Podolsky
Facsimile: (212) 403-2000
Email: EDHerlihy@WLRK.com
DKLam@WLRK.com
ZSPodolsky@WLRK.com

If to Spinco, to:

Viatis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viatis.com

with copies (which shall not constitute notice) to:

Viatis Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatis.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

12.3 Amendment; Waiver. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

12.4 Assignability. The rights, benefits and obligations of each Party under (or relating to) this Agreement (including any licenses or sublicenses granted pursuant to this Agreement) are personal to such Party. A Party may not assign (including in a bankruptcy or similar proceeding) or assume in a bankruptcy or similar proceeding this Agreement or any rights, benefits or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without the other Party's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed); provided that a Party may, with notice to the other Party but without the consent of the other Party, assign or transfer its rights and obligations under this Agreement in whole or in part (a) to one or more of its Affiliates; provided that no such assignment by a Party to an Affiliate shall release such Party from its obligations under this Agreement, or (b) in connection with a bona fide sale, transfer or other disposal by a Party or any of its Affiliates of all or any part of the Spinco Business (in the case of an assignment by Spinco or its Affiliate) or the Pluto Business (in the case of an assignment by Pluto or its Affiliate); provided that such Party or its Affiliate only assigns those of its rights and obligations under this Agreement that relate directly to the portion of the Spinco Business or Pluto Business, as applicable, being transferred to the assignee. In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void *ab initio* and of no force or effect.

12.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (a) the Separation and Distribution Agreement (and the Exhibits, Schedules and Annexes thereto), (b) the Ancillary Agreements and any other written agreement of the Parties that expressly provides that it is not superseded by this Agreement. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation and Distribution Agreement, this Agreement shall control with respect to the subject matter hereof, and the Separation and Distribution Agreement shall control with respect to all other matters; provided that any Action relating to the prosecution, maintenance, enforcement and defense of the Licensed Patent Rights by Pluto or the Spinco Patent Rights by Spinco, including any Action for infringement against the other Party, shall be considered subject matter under this Agreement, and in the event of conflict between this Agreement and the Separation and Distribution Agreement with respect to such matters, this Agreement shall control.

12.6 Parties in Interest. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

12.7 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

12.8 Governing Law; Jurisdiction; WAIVER OF JURY TRIAL.

(a) This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

(b) Subject to the provisions of Article VII of the Separation and Distribution Agreement, each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, or if such court shall not have jurisdiction, the other state courts of the State of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 12.2. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.8(C).

(d) Notwithstanding anything to the contrary in this Agreement or the Separation and Distribution Agreement, each Party acknowledges and agrees that in the case of any dispute, controversy or claim (whether arising in contract, tort or otherwise) between the Parties not arising out of, relating to, or in connection with this Agreement or the Separation and Distribution Agreement, the provisions of this Section 12.8 and Section 10.04 of the Separation and Distribution Agreement shall not apply and the Parties shall have the right to seek relief from any competent court of jurisdiction; provided that such relief would otherwise be available by law.

12.9 Inapplicability of Dispute Resolution Provision. Notwithstanding anything to the contrary in this Agreement or the Separation and Distribution Agreement, each Party acknowledges and agrees that in the case of any dispute, controversy or claim (whether arising in contract, tort or otherwise) between the Parties not arising out of, relating to, or in connection with this Agreement or the Separation and Distribution Agreement, Article VII of the Separation and Distribution Agreement shall not apply, and the Parties shall have the right to seek dispute resolution as would otherwise be available by law.

12.10 Counterparts. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

12.11 Headings. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

12.12 Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

12.13 Rules of Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

12.14 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur and that the Parties would not have any adequate remedy at Law (a) for any actual or threatened breach of the provisions of this Agreement or (b) in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement and any other agreement or instrument executed in connection herewith, without proof of actual damages, and each Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. The Parties further agree that (i) by seeking the remedies provided for in this Section 12.13, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages (or the right to reimbursement of its costs and expenses relating to any enforcement actions hereunder) and (ii) nothing contained in this Section 12.13 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 12.13 before exercising any termination right under Section 11.2 (and pursuing damages after such termination) nor shall the commencement of any action pursuant to this Section 12.13 or anything contained in this Section 12.13 restrict or limit any Party's right to termination in accordance with the terms of Section 11.2 or pursue any other remedies under this Agreement that may be available then or thereafter.

12.15 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Pluto and Spinco, including in Section 2 and Section 3, are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or analogous provisions of applicable Law outside the United States, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code or analogous provisions of applicable law outside the United States (hereinafter "IP"). Each Party agrees that the other, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any other provisions of applicable Law outside the United States that provide similar protection for IP.

12.16 Force Majeure. No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

12.17 Further Assurances. Spinco and Pluto hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Agreement and carry out the intent and purposes of this Agreement.

12.18 No Agency. Nothing herein contained will be construed to place the Parties in the relationship of partners, principal and agent, or employer and employee. Neither Party will have the power to assume, create or incur liability or any obligation of any kind, express or implied, in the name of or on behalf of the other Party by virtue of this Agreement.

12.19 Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Subsidiaries or Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Subsidiaries or Affiliates of such Party. To the extent that this Agreement requires a Subsidiary or an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Subsidiary or Affiliate to take or omit to take such action.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

PFIZER INC.

By: /s/ Douglas E. Giordano
Name: Douglas E. Giordano
Title: Senior Vice President, Worldwide
Business Development

UPJOHN INC.

By: /s/ Sanjeev Narula
Name: Sanjeev Narula
Title: Authorized Officer

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is made effective as of the Closing Date, by and between Pfizer Inc., a Delaware corporation ("Pluto"), and Upjohn Inc., a Delaware corporation ("Spinco"). Each of Pluto and Spinco may individually be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pluto and Spinco (as it may be amended or supplemented, the "Separation and Distribution Agreement"), Pluto and the other members of the Pluto Group (as defined in the Separation and Distribution Agreement) have contributed, assigned, transferred, conveyed and delivered to Spinco and the other members of the Spinco Group (as defined in the Separation and Distribution Agreement), all of the right, title and interest of Pluto and the other members of the Pluto Group in and to the Spinco Intellectual Property (as defined in the Separation and Distribution Agreement), in accordance with and subject to the terms and conditions of the Separation and Distribution Agreement;

WHEREAS, Pluto and the other members of the Pluto Group (as defined in the Separation and Distribution Agreement) desire to grant to Spinco and the other members of the Spinco Group, and Spinco and the other members of the Spinco Group desire to be granted, certain exclusive licenses under the Pluto Licensed Marks (as defined below), solely as part of the Combined Mark (as defined below), in accordance with and subject to the terms and conditions of this Agreement;

WHEREAS, Spinco and the other members of the Spinco Group desire to grant to Pluto and the other members of the Pluto Group, and Pluto and the other members of the Pluto Group desire to be granted, certain non-exclusive licenses under the Spinco Word Mark (as defined below) in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, Section 2.08(a) of the Separation and Distribution Agreement provides that Pluto and Spinco shall enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined herein have the meanings set forth for such terms in the Separation and Distribution Agreement. The following terms used herein have the following meanings:

“Agreement” has the meaning set forth in the preamble.

“Change of Control” means, with respect to any Person (the “Target Person”), the consummation of any transaction or series of related transactions involving: (a) any direct or indirect purchase or acquisition (whether by way of merger, share purchase or exchange, license, lease, disposition, business combination, consolidation or similar transaction, or otherwise) by another Person or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of either (i) a majority of the securities entitled to elect the board of directors or equivalent governing body of the Target Person (or any direct or indirect parent company) or (ii) a majority of the assets of the Target Person and its Subsidiaries, taken as a whole; or (b) any transaction (whether by way of merger, share purchase or exchange, license, lease, disposition, business combination, consolidation or similar transaction, or otherwise) in which the stockholders of the Target Person (or any direct or indirect parent company) immediately prior to such transaction cease to own a majority of the Target Person’s (or such direct or indirect parent company’s) voting securities immediately after such transaction.

“Combined Mark” means a trademark or service mark that combines solely (a) the Pluto Word Mark and the Spinco Word Mark; or (b) the Parties’ respective word marks and the Spinco Logo (either alone or in combination with the Pluto Logo), in each case: (x) solely in the name “Upjohn, a legacy division of Pfizer, now a division of Viatris,” the name “Upjohn, a legacy division of Pfizer” or such similar phrase as mutually agreed upon by the Parties; (y) for use solely in connection with the conduct of the Spinco Business in the Territory; and (z) in accordance with the procedures set forth in this Agreement (including the Combined Mark Brand Usage Guidelines).

“Combined Mark Brand Usage Guidelines” means the graphic requirements and visual identity instructions for the Combined Mark attached in Exhibit A hereto.

“Cure Period” has the meaning set forth in Article X.

“Defensive Actions” has the meaning set forth in Section 8.3.

“Enforcement Actions” has the meaning set forth in Section 8.2.

“Field” means human therapeutic, prophylactic and prognostic purposes.

“Legacy Entities” means non-trading, legacy entities within the Pluto Group, including those entities set forth on Schedule B hereto.

“Legacy Entity License” has the meaning set forth in Section 2.2.

“Licensed Marks” means (i) the Pluto Licensed Marks, in the case of Spinco, and (ii) the Spinco Word Mark, in the case of Pluto.

“Licensee” means (i) the members of the Spinco Group, in the case of the Pluto Licensed Marks, and (ii) the members of the Pluto Group, in the case of the Spinco Word Mark.

“Licensor” means (i) Pluto, in the case of the Pluto Licensed Marks, and (ii) Spinco, in the case of the Spinco Word Mark.

“Pain Marks” means the “PainDETECT” and “ID Pain” word marks and the logos set forth on Schedule C hereto.

“Party” and “Parties” have the meanings set forth in the preamble.

“Pluto” has the meaning set forth in the preamble.

“Pluto Licensed Marks” means the Pluto Word Mark, the Pluto Logo and the Pain Marks.

“Pluto Logo” means the Pluto logo set forth on Schedule A hereto.

“Pluto Word Mark” means the “Pfizer” word mark.

“Product Packaging” means, with respect to each Spinco Product, any packaging, material or article containing and/or affixed to such Spinco Product, including product labeling.

“Proposed Use” has the meaning set forth in Section 5.4.

“Quality Standard” has the meaning set forth in Section 5.2.

“Separation and Distribution Agreement” has the meaning set forth in the preamble.

“Spinco” has the meaning set forth in the preamble.

“Spinco Awards” means the W.E. Upjohn Prizes Awards, an internal Pluto employee recognition program that is supported by a trust established for this purpose by the founder of The Upjohn Company and pursuant to which cash awards are made to Pluto employees in recognition for exceptional contributions to the business.

“Spinco Logo” means the Spinco logo set forth on Schedule A hereto.

“Spinco Word Mark” means the “Upjohn” word mark.

“Sublicensee” has the meaning set forth in Section 3.2.

“Sublicensor” has the meaning set forth in Section 3.2.

“Term” has the meaning set forth in Section 4.1.

“Terminated License” has the meaning set forth in Article X.

“Territory” means worldwide.

“Transition Services Agreement” means the Transition Services Agreement, dated as of November 16, 2020, by and between Pluto and Spinco.

“Upjohn Awards License” has the meaning set forth in Section 2.2.

ARTICLE II

GRANT OF LICENSE

2.1. License Grants to Spinco.

(a) Subject to Spinco’s compliance with the terms of this Agreement, Pluto hereby (on behalf of itself and its Affiliates) grants, and shall cause each of its Affiliates to grant, to each member of the Spinco Group an exclusive, fully paid-up, royalty-free, non-sublicensable (except as set forth in Article III of this Agreement) and non-transferable, limited license, in the Territory and within the Field during the Term, in the conduct of the Spinco Business, to use and exploit the Pluto Word Mark and Pluto Logo, solely as part of the Combined Mark, and to hold itself out as “Upjohn, a legacy division of Pfizer, now a division of Viatriis,” and “Upjohn, a legacy division of Pfizer,” including (i) in external communications or publicity materials, such as press releases or advertising campaigns for the Spinco Business; (ii) in promotional materials for Spinco Products; and (iii) in the marketing of the Spinco Business to be performed in the Territory, including on the Internet; in each case, in accordance with the terms and conditions of this Agreement.

(b) Subject to Spinco’s compliance with the terms of this Agreement, Pluto hereby (on behalf of itself and its Affiliates) grants, and shall cause each of its Affiliates to grant, to each member of the Spinco Group a non-exclusive, fully paid-up, royalty-free, non-sublicensable (except as set forth in Article III of this Agreement) and non-transferable, limited license, in the Territory and within the Field, in the conduct of the Spinco Business, to use and exploit the Pain Marks, solely as part of questionnaires or other screening tools used in connection with the marketing, commercialization, distribution or sale of Lyrica® or Neurontin® products, in accordance with the terms and conditions of this Agreement.

2.2. License Grant to Pluto.

(a) Subject to Pluto's compliance with the terms of this Agreement, Spinco hereby (on behalf of itself and its Affiliates) grants, and shall cause each of its Affiliates to grant, to Pluto and each member of the Pluto Group (i) a non-exclusive, fully paid-up, royalty-free, non-sublicensable (except as set forth in Article III of this Agreement) and non-transferable, perpetual license (the "Upjohn Awards License"), in the Territory, to use the Spinco Word Mark solely for non-commercial purposes in connection with the continued administration and granting of Spinco Awards and (ii) a non-exclusive, fully paid-up, royalty-free, non-sublicensable (except as set forth in Article III of this Agreement) and non-transferable perpetual license (the "Legacy Entity License"), in the Territory, to use the Spinco Word Mark solely for corporate purposes other than the commercialization of products in connection with the Legacy Entities; in each case of (i) and (ii), solely as such marks were used non-commercially in the twelve (12) months prior to the Separation and in accordance with the terms and conditions of this Agreement.

(b) Upon written notice from Spinco, Pluto shall use commercially reasonable efforts to take all necessary steps, at Spinco's expense, to cease use of the Spinco Word Mark in accordance with the requirements of Section 2.2(a)(ii) reasonably promptly after receipt of such notice (subject to applicable Law or any requirements of any Governmental Authority), if (i) required by Law or any Governmental Authority or (ii) Spinco, in its good faith reasonable judgment, determines that such use would substantially impede Spinco's enjoyment of the rights conveyed under this Agreement and the Separation and Distribution Agreement. This Section 2.2(b) shall not impair or effect Pluto's rights to use the Spinco Word Mark in accordance with Section 2.2(a)(i).

2.3. Restricted Use. Spinco shall not, either directly or indirectly, itself or through third parties, (a) print or emboss the Combined Mark on any Spinco Products or related Product Packaging or (b) otherwise use the Combined Mark in any manner other than as expressly permitted under Section 2.1(a). Notwithstanding any provision of this Agreement to the contrary, if Pfizer is manufacturing a Spinco Product, Spinco may identify Pfizer as the manufacturer of such Spinco Product on the related Product Packaging to the extent required by applicable law.

2.4. No Affiliation.

(a) Except as expressly permitted under Section 2.1, neither Spinco nor any of its Affiliates shall (i) use any of the Pluto Licensed Marks as or in a legal or corporate name or trade name, (ii) hold itself out as "Pfizer" in the conduct of its business or (iii) hold itself out as having any affiliation, association, or relationship with Pluto or any of its Affiliates, other than as otherwise required by applicable Law.

(b) Except as expressly permitted under Section 2.2, neither Pluto nor any of its Affiliates shall (i) use the Spinco Word Mark as or in a legal or corporate name or trade name, (ii) hold itself out as "Upjohn" in the conduct of its business or (iii) hold itself out as having any affiliation, association, or relationship with Spinco or any of its Affiliates, other than as otherwise required by applicable Law.

2.5. No Exclusivity. Subject to Section 2.1, Licensor and Licensee acknowledge that Licensee's rights to use the Licensed Marks are nonexclusive. Licensor and Licensee agree that they will cooperate, in good faith, to avoid confusion or conflict arising out of their simultaneous use of the Licensed Marks, and to resolve any such conflicts to their mutual satisfaction.

2.6. No Implied Licenses. Subject to the licenses granted in this Agreement, each Party expressly reserves the right to (i) retain for itself all rights to use its own Licensed Marks for any purpose, in any territory, and (ii) grant to any other Person a license of any scope, in any geographical area, for any use, and for any product or service. No license by implication, estoppel or otherwise is granted by this Agreement, or by the action or inaction of either Party.

ARTICLE III

ASSIGNMENT; SUBLICENSING

3.1. Assignment. Licensee will not assign, transfer, sublicense, or in any manner convey all or any part of its rights or obligations under this Agreement to any other Person, without the prior written consent of Licensor; provided that Licensee may assign, transfer, or sublicense all or any part of its rights under this Agreement to one or more Affiliates without such prior written consent; provided that such Affiliate remains at all times during the Term an Affiliate of Licensee; provided further that no such assignment by Licensee to an Affiliate shall release Licensee from its obligations under this Agreement. For purposes of this Agreement, a Change of Control of Licensee will be deemed an assignment of this Agreement. Licensor may assign, transfer, delegate and convey this Agreement to any other Person without the prior consent of Licensee, provided that any such assignee of Licensor agrees to be bound by the terms and conditions of this Agreement. Any attempted assignment that contravenes the terms of this Agreement will be void *ab initio* and of no force or effect.

3.2. Sublicensing. The licenses granted in Section 2.1 shall not include any right to grant any sublicenses except as provided in this Section 3.2. Subject to the terms and conditions of this Agreement, each member of the Spinco Group (each, a "Sublicensor") may sublicense the licenses granted to such party under Article II of this Agreement to any of its Affiliates, consultants, subcontractors, vendors, manufacturers or suppliers or any other agents retained by the relevant member of the Spinco Group to conduct Spinco's business (each, a "Sublicensee"), under the following conditions: (a) such sublicense is solely for the purpose of, and to the extent necessary, for such Sublicensee to perform a service for or on behalf of the relevant member of the Spinco Group, and not for the direct benefit of such Sublicensee or any other Third Party; (b) Spinco remains responsible and liable for each Sublicensee's compliance with all of the terms and conditions of this Agreement as if the Sublicensee were a party hereto, including adherence to the Quality Standard, (c) any breach of the terms or conditions of this Agreement by any Sublicensee shall be deemed a breach by Spinco and the Spinco Group of such terms or conditions, and (d) the Sublicensor will terminate promptly such sublicensing relationship and will give

Spinco or the relevant member of the Spinco Group, as applicable, notice of such termination in the case of any uncured breach of this Agreement by a Sublicensee that is reasonably likely to have an adverse effect on the ownership, validity, or reputation of the Pluto Licensed Marks. The provisions of this Section 3.2 shall apply to Pluto *mutatis mutandis* with respect to any sublicensing of the Upjohn Awards License and the Legacy Entity License.

ARTICLE IV

TERM OF AGREEMENT

4.1. Term. The term of this Agreement (the "Term") shall commence as of the Closing Date and, unless sooner terminated in accordance with the terms hereof, shall continue for three years (except for the Upjohn Awards License and the Legacy Entity License, which shall be perpetual) or such shorter period as required by applicable Law. The Term may be extended by mutual agreement of the Parties.

ARTICLE V

QUALITY CONTROL

5.1. General Use of Licensed Marks. Spinco and its Affiliates shall not use Pluto Licensed Marks in any manner other than as contemplated under this Agreement or by and in accordance with Section 5.01(a) of the Separation and Distribution Agreement (Retained Names). Pluto and its Affiliates shall not use the Spinco Word Marks in any manner other than as contemplated under this Agreement or by and in accordance with the Transition Services Agreement or Section 5.01(b) of the Separation and Distribution Agreement (Transitional Names).

5.2. Quality Control Standards. Each Party and its Affiliates shall use their Licensed Marks in accordance with quality assurance provisions set forth in this Article V, which are intended to ensure the quality of such Party's (or such Party's Affiliates') use of the Licensed Marks to the extent necessary for the other Party and its Affiliates to maintain the validity and enforceability of the Pluto Licensed Marks or the Spinco Word Mark, as applicable, to protect the goodwill associated therewith and to preserve and protect the corporate reputation of the other Party and its Affiliates. In furtherance and not in limitation of the foregoing, (i) Licensee shall not use the Licensed Marks in a manner that would reasonably be expected to, or does, negatively impact the marks owned by Licensor, the validity thereof, the goodwill associated therewith, the reputation of Licensor or any of Licensor's Affiliates or any of their businesses, in each case, in any material respect, and (ii) Licensee shall adhere to a level of quality standards and specifications for the Licensed Marks, and the protection of goodwill associated therewith, that is consistent with that used by Pluto and its Affiliates as of immediately prior to the Closing Date and with any other reasonable requests as are made by Licensor to enable Licensor to assure the quality of Licensee's and its Affiliates' uses of the Licensed Marks (the "Quality Standard").

5.3. Compliance with Law. Each Party and its Affiliates shall comply with all applicable Laws in connection with their exercise of the rights licensed hereunder and in connection with the Licensed Marks.

5.4. Samples. Licensee shall submit to Licensor for its review and approval, not to be unreasonably withheld, conditioned or delayed, representative samples of any proposed use of the Licensed Marks (a "Proposed Use") in advance of such Proposed Use to the extent that such Proposed Use is not substantially the same as a prior use for which Licensee had already obtained Licensor's consent. Licensor shall be deemed to consent to a Proposed Use if it fails to provide a response within fourteen (14) days of receipt of a sample of the Proposed Use from Licensee.

ARTICLE VI

USE OF LICENSED MARKS

6.1. Use in General. Each Party shall use their Licensed Marks in accordance with (a) sound trademark and trade name usage principles; (b) all applicable Laws, including as necessary to maintain the validity and enforceability of the Licensed Marks; and (c) all reasonable trademark usage guidelines that the other Party may provide from time to time. Neither Party shall use any Licensed Marks or the Combined Mark in any manner that is reasonably likely to, or does, tarnish, dilute, disparage or reflect adversely on the other Party or its Affiliates, the Licensed Marks, the Retained Names or the Transitional Names. Spinco shall use the Combined Mark in accordance with the Combined Mark Brand Usage Guidelines.

6.2. Appearance. Unless approved by Pluto (such approval not to be unreasonably withheld, conditioned or delayed), Spinco shall not alter the appearance of the Combined Mark from the appearance of such Combined Mark set forth in the Combined Mark Brand Usage Guidelines (except as permitted in the Combined Mark Brand Usage Guidelines). Without limiting the foregoing, each Pluto Licensed Mark will have the same visual design as was used by Pluto and its Affiliates as of immediately prior to the Closing Date, including, as applicable, the same style, typeface, graphic appearance and color.

6.3. Spinco shall not create or use any modification, variation or translation of the Pluto Licensed Marks, including by combining or "locking up" such Pluto Licensed Marks with any names, words, graphics, logos or other trademarks or designations of source or origin other than as part of the Combined Mark as expressly set forth in the Combined Mark Brand Usage Guidelines; provided that Spinco shall have the right to use translated versions of the Pluto Word Mark in the Combined Mark. For the avoidance of doubt, Spinco shall have the right to use other names, words, graphics, logos or other trademarks or designations of source or origin provided such uses are compliant with the terms and conditions of this Agreement, including Section 2.1.

6.4. Ownership Statement. Spinco shall add, when reasonably possible, an appropriate trademark ownership statement to any and all uses of the Combined Mark that are permitted under the terms of the Agreement; provided that any inadvertent failure to affix such ownership statement that is promptly cured when discovered shall not be considered a breach of this Agreement. Such trademark ownership statement will be substantially in the following form (as adjusted by mutual agreement of the Parties to comply with applicable Law, to translate such form into applicable local languages, or in accordance with local commercial practices), or any similar statement provided by Licensor, subject to the reasonable comment of Spinco, for use in a particular country:

“Pfizer is a registered trademark of Pfizer Inc.”; or

“The Pfizer Logo is a registered trademark of Pfizer Inc.”; or

“Pfizer and the Pfizer Logo are registered trademarks of Pfizer Inc.”

ARTICLE VII

PROPERTY OF LICENSOR

7.1. Property of Licensor. Licensee acknowledges that the Licensed Marks and all rights therein (with the exception of those rights expressly granted to Licensee hereunder) and the goodwill pertaining thereto belong exclusively to Licensor or its Affiliate, as applicable. Licensee’s use of the Licensed Marks and all goodwill arising therefrom will inure to the sole and exclusive benefit of Licensor or its Affiliate, as applicable.

7.2. No Registrations or Challenges. Spinco agrees that it and its Affiliates and Sublicensees shall not (a) use (except as expressly permitted by this Agreement) directly or indirectly, in any jurisdiction, any of the Pluto Licensed Marks, Retained Names or any trademark or other designation of source or origin (including service marks, logos, corporate names, trade names, domain names and online or other electronic identifiers, social media names, tags or handles, slogans and trade dress) that comprises, contains or is a derivation, translation, transliteration, adaptation, combination or other variation of the Pluto Licensed Marks or Retained Names, or any trademark or other designation of source or origin that is confusingly similar to the Pluto Licensed Marks or Retained Names; (b) register or seek to register, directly or indirectly, in any jurisdiction, any of the Pluto Licensed Marks, Retained Names or any trademark or other designation of source or origin (including service marks, logos, corporate names, trade names, domain names and online or other electronic identifiers, social media names, tags or handles, slogans and trade dress) that comprises, contains or is a derivation, translation, transliteration, adaptation, combination or other variation of the Pluto Licensed Marks or Retained Names, or any trademark or other designation of source or origin that is confusingly similar to the Pluto Licensed Marks or Retained Names; (c) challenge the ownership, use, registrability, validity or enforceability of any of the Pluto Licensed Marks or Retained Names, or any of Pluto’s or its Affiliates’ rights in and to the Pluto Licensed Marks and Retained Names, or any registration or application for registration thereof; or (d) contest the fact that Spinco’s rights under this Agreement with respect to the Pluto Licensed Marks are solely those of a licensee, which rights terminate upon expiration or termination of this Agreement. Pluto agrees that it and its Affiliates and Sublicensees shall not (a) use (except as expressly permitted by this Agreement) directly or indirectly, in any jurisdiction, the Spinco Word Mark, Transitional

Names or any trademark or other designation of source or origin (including service marks, logos, corporate names, trade names, domain names and online or other electronic identifiers, social media names, tags or handles, slogans and trade dress) that comprises, contains or is a derivation, translation, transliteration, adaptation, combination or other variation of the Spinco Word Mark or Transitional Names, or any trademark or other designation of source or origin that is confusingly similar to the Spinco Word Mark or Transitional Names; (b) register or seek to register, directly or indirectly, in any jurisdiction, the Spinco Word Mark, Transitional Names or any trademark or other designation of source or origin (including service marks, logos, corporate names, trade names, domain names and online or other electronic identifiers, social media names, tags or handles, slogans and trade dress) that comprises, contains or is a derivation, translation, transliteration, adaptation, combination or other variation of the Spinco Word Mark or Transitional Names, or any trademark or other designation of source or origin that is confusingly similar to the Spinco Word Mark or Transitional Names; (c) challenge the ownership, use, registrability, validity or enforceability of the Spinco Word Mark or Transitional Names, or any of Spinco's or its Affiliates' rights in and to the Spinco Word Mark and Transitional Names, or any registration or application for registration thereof; or (d) contest the fact that Pluto's rights under this Agreement with respect to the Spinco Word Mark are solely those of a licensee.

7.3. Prosecution and Maintenance by Licensor. Licensor shall be responsible for the prosecution and maintenance of registrations of the Licensed Marks, at Licensor's expense and in Licensor's sole discretion. Licensee shall cooperate with Licensor, and will execute any documents required by Licensor and supply Licensor with a reasonable number of specimens to assist Licensor, in the prosecution, registration, enforcement or maintenance of any Licensed Marks or, in Licensor's sole discretion, recordal of Licensee as registered licensee(s) of the Licensed Marks in the applicable jurisdictions. Licensor shall not be liable for any damages arising out of or in connection with Licensor's rights and obligations under this Section 7.3 (including Licensor's exercise of its discretion with respect to strategy, tactics and decisions concerning any filing, prosecution, renewal or maintenance of the Licensed Marks).

7.4. Assignment to Licensor. To the extent any rights, title or interests in or to any Licensed Mark (including any variation thereof), other than the express license rights granted in this Agreement, vests in Licensee or any of its Sublicensees, by operation of Law or otherwise, Licensee hereby irrevocably and perpetually assigns, and shall cause its Sublicensees, as applicable, to assign, to Licensor or its Affiliate, as applicable, any and all such rights, title and interests throughout the world in and to such Licensed Mark, together with all goodwill and all rights to sue for past and future infringement or other violation.

7.5. Survival. The provisions of this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII

PROTECTION OF THE LICENSED MARKS

8.1. Notice by Licensee. In the event that Licensee learns of any infringement or unauthorized use of, or the filing of any application for or any legal challenge against, whether initiated prior to or after the Closing Date, any of the Licensed Marks, it shall promptly notify Licensor of the applicable Licensed Marks.

8.2. Licensor Control of Enforcement Actions. Licensor shall have the sole right, but not the obligation, to bring infringement actions or other similar proceedings or activities against third parties in order to protect the applicable Licensed Marks ("Enforcement Actions"). If requested to do so, Licensee shall reasonably cooperate with Licensor of the applicable Licensed Marks in any such Enforcement Action, including joining the action as a party if necessary to maintain standing, at Licensor's expense. Any award, or portion of an award, recovered by Licensor in any such Enforcement Action will belong solely to Licensor after recovery by the Parties of their respective actual out-of-pocket costs.

8.3. Actions against Licensee. In the event of the institution of any infringement action or other similar proceedings or activities by a third party against Licensee for use of the applicable Licensed Marks ("Defensive Actions"), Licensee shall promptly notify Licensor of such Licensed Marks such Defensive Action in writing. Licensor shall have the sole initial right, but not the obligation, to take over, at Licensor's expense, the defense of such Defensive Action and/or control any aspect of resolving any such Defensive Action that relates to the registrability, priority, ownership, validity, infringement or enforceability of any of the applicable Licensed Marks. Licensee shall keep Licensor informed of the status of and its activities regarding any Defensive Actions, and any settlement or other resolution thereof. No settlement or consent judgment or other voluntary final disposition of any Defensive Action defended by Licensee may be entered into without the written consent of Licensor.

8.4. Survival. The provisions of Sections 8.2 and 8.3 shall survive the termination or expiration of this Agreement.

ARTICLE IX

INDEMNIFICATION

9.1. Indemnification by Spinco. Spinco shall indemnify, defend, and hold Pluto and its Affiliates harmless from and against any and all claims, losses, Liabilities, damages and associated legal expenses arising from or relating to (a) the use by the Spinco Group or any of its Sublicensees of the Pluto Licensed Marks, (b) any claim that the use by the Pluto Group or any of its Sublicensees of the Spinco Word Mark in accordance with this Agreement infringes a third party's trademark rights in the Territory, (c) the gross negligence, fraud or willful misconduct of Spinco or any of its Affiliates or Sublicensees, (d) a material breach by Spinco or any of its Affiliates or Sublicensees of any covenant or agreement contained in this Agreement or (e) any action against Pluto or its Affiliates that relates to the registrability, priority, ownership, validity, infringement or enforceability of the Spinco Word Mark, in each case, other than claims, losses, Liabilities, damages and associated legal expenses for which Pluto or Pluto's Affiliate is obligated to indemnify, defend and hold harmless Spinco pursuant to the provisions of the Separation and Distribution Agreement, this Agreement or any of the other Ancillary Agreements.

9.2. Indemnification by Pluto. Pluto shall indemnify, defend and hold Spinco and its Affiliates harmless from and against any and all claims, losses, Liabilities, damages and associated legal expenses arising from or relating to (a) the use by the Pluto Group or any of its Sublicensees of the Spinco Word Mark, (b) any claim that the use by the Spinco Group or any of its Sublicensees of the Pluto Licensed Marks in accordance with this Agreement infringes a third party's trademark rights in the Territory, (c) the gross negligence, fraud or willful misconduct of Pluto or any of its Affiliates or Sublicensees, (d) a material breach by Pluto or any of its Affiliates or Sublicensees of any covenant or agreement contained in this Agreement or (e) any action against Spinco or its Affiliates that relates to the registrability, priority, ownership, validity, infringement or enforceability of any Pluto Licensed Marks, in each case, other than claims, losses, Liabilities, damages and associated legal expenses for which Spinco or Spinco's Affiliate is obligated to indemnify, defend and hold harmless Pluto pursuant to the provisions of the Separation and Distribution Agreement, this Agreement or any of the Ancillary Agreements.

9.3. Indemnification Procedures. Subject to the provisions of this Article IX, Sections 4.04, 4.05, 4.06, 4.07, 4.08 and 4.10 of the Separation and Distribution Agreement shall govern, *mutatis mutandis*, claims for indemnification under this Article IX.

9.4. Survival. The provisions of this Article IX shall survive the termination or expiration of this Agreement.

ARTICLE X

TERMINATION

If Licensor determines in good faith that (i) Licensee has failed to comply with the terms and conditions of this Agreement or otherwise fails to comply with any reasonable direction of Licensor or any of its Affiliates in relation to the use of the applicable Licensed Marks and fails to cure such breach (to the extent curable) within forty-five (45) days after receiving notice thereof (the "Cure Period") or (ii) has taken any action that would reasonably be expected to negatively impact the applicable Licensed Marks (or the validity thereof or goodwill associated therewith) or the reputation of Licensor or any of its Affiliates or their businesses in any material respect, including by reason of negative publicity regarding safety, quality or compliance matters, Licensor may, upon written notice effective upon receipt, terminate the license(s) granted by Licensor to Licensee under this Agreement (the "Terminated License"). If a license granted hereunder is terminated pursuant to this Article X, this Agreement shall be deemed amended to remove all references to the Terminated License and the Licensed Mark under such Terminated License. Licensee's right to cure in this Article X is without prejudice to any rights or remedies that Licensor may have under this Agreement, at Law or in equity, including the right to seek specific performance of the obligations hereunder, preliminary or permanent injunctive relief, and other equitable or equivalent relief at any time (including prior to the expiration of the Cure Period). Unless terminated earlier pursuant to this Article X or any other provision of this

Agreement, this Agreement will automatically terminate with respect to the Pluto Licensed Marks upon expiration of the Term for all uses of the Pluto Licensed Marks, and this Agreement shall be deemed amended to remove all references to the license granted under Section 2.1 and the Pluto Licensed Marks. Notwithstanding any termination or expiration of this Agreement, the provisions that expressly survive expiration or termination of this Agreement will survive such termination or expiration.

ARTICLE XI

CONSEQUENCES OF EXPIRATION OR TERMINATION OF THIS AGREEMENT

11.1. Consequences of Termination or Expiration.

(a) In the event of Licensor's termination of this Agreement pursuant to Article X, Licensee shall take all steps that are reasonably requested by Licensor in order to mitigate the potential negative impact to Licensor or its Affiliates resulting from the circumstances that gave rise to such termination, including issuing a press release or other public statement clarifying that Licensor and Licensee are not affiliated companies and that Licensor has no equity interests in or control rights with respect to Licensee.

(b) With respect to each use of the Pluto Licensed Marks, upon and after the earlier of (a) the expiration or termination of this Agreement with respect to the Pluto Licensed Marks or (b) the expiration of the applicable Term with respect to such use, as applicable: (i) all rights granted to Spinco hereunder will revert to Pluto; (ii) Spinco shall cease all uses of the Pluto Licensed Marks and Spinco shall remove all uses of the Pluto Licensed Marks from or otherwise destroy any materials bearing the Pluto Licensed Marks; and (iii) Spinco shall cooperate with Pluto in the filing of any necessary documents with any Governmental Authorities to reflect the termination of the license or to cancel any registered use or equivalent thereof. Upon written request from Pluto, Spinco shall confirm in writing that it is in compliance with this Section 11.1.

(c) With respect to each use of the Spinco Word Mark, upon and after the termination of this Agreement with respect to the Spinco Word Mark: (i) all rights granted to Pluto hereunder will revert to Spinco; (ii) Pluto shall cease all uses of the Spinco Word Mark and Pluto shall remove all uses of the Spinco Word Mark from or otherwise destroy any materials bearing the Spinco Word Mark; and (iii) Pluto shall cooperate with Spinco in the filing of any necessary documents with any Governmental Authorities to reflect the termination of the license or to cancel any registered use or equivalent thereof. Upon written request from Spinco, Pluto shall confirm in writing that it is in compliance with this Section 11.1.

11.2. Survival. The provisions of this Article XI shall survive the termination or expiration of this Agreement.

REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

12.1. Mutual Representations. Each Party represents to the other Party, respectively, that: (a) it is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation; (b) it has full corporate power and authority to execute, deliver and perform this Agreement; (c) the execution, delivery and performance by it of this Agreement have been duly authorized by all requisite corporate action; and (d) this Agreement constitutes a valid and legally binding obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and general equity principles.

12.2. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LICENSED MARKS ARE LICENSED ON AN "AS-IS" BASIS AND PLUTO AND THE MEMBERS OF THE PLUTO GROUP AND SPINCO AND THE MEMBERS OF THE SPINCO GROUP MAKE NO REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER UNDER THIS AGREEMENT OR AT LAW, WITH RESPECT TO THIS AGREEMENT, THE LICENSED MARKS OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY FIRMWARE, SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

12.3. Limitation of Liability. EXCEPT FOR CLAIMS (A) THAT SPINCO, ITS AFFILIATES, OR ITS SUBLICENSEES HAVE USED ANY PLUTO LICENSED MARKS OUTSIDE OF THE SCOPE OF THE LICENSES GRANTED TO SPINCO UNDER THIS AGREEMENT, OR (B) THAT PLUTO, ITS AFFILIATES, OR ITS SUBLICENSEES HAVE USED THE SPINCO WORD MARK OUTSIDE OF THE SCOPE OF THE UPJOHN AWARDS LICENSE OR THE LEGACY ENTITY LICENSE, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS GROUP MEMBERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS SUFFERED OR SIMILAR ITEMS (INCLUDING LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY), OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES, BY AN INDEMNIFIED PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH ANY DAMAGES ARISING HEREUNDER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES, LOST PROFITS OR SIMILAR ITEMS, OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRIC APPROACHES TO A PERSON WHO IS NOT A MEMBER OF EITHER GROUP IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS SECTION 12.3.

ARTICLE XIII

CHOICE OF LAW; FORUM; WAIVER OF JURY TRIAL

13.1. This Agreement and all Actions (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to any Laws or conflicts of law principles thereof that would result in the application of the Laws of any other jurisdiction. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

13.2. Subject to the provisions of Article VII of the Separation and Distribution Agreement, each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, the United States District Court for the District of Delaware, or, if such court shall not have jurisdiction, the other state courts of the State of Delaware, and any appellate court from any appeal thereof, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such Action except in such courts, (ii) agrees that any claim in respect of any such Action may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such other courts, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in the Court of Chancery of the State of Delaware or such other courts, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in the Court of Chancery of the State of Delaware or such other courts and (v) consents to service of process in the manner provided for notices in Section 14.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

13.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT

SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.2.

ARTICLE XIV
MISCELLANEOUS

14.1. Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the national mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other internationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Pluto, to:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017
Attention: Douglas M. Lankler
Bryan A. Supran
Facsimile: (212) 573-0768
Email: douglas.lankler@pfizer.com
bryan.supran@pfizer.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Edward D. Herlihy
David K. Lam
Gordon S. Moodie
Zachary S. Podolsky
Facsimile: (212) 403-2000
Email: EDHerlihy@WLRK.com
DKLam@WLRK.com
GSMoodie@WLRK.com
ZSPodolsky@WLRK.com

If to Spinco, to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Michael Goettler
Email: michael.goettler@viatris.com

with copies (which shall not constitute notice) to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Attention: Brian S. Roman, Global General Counsel
Facsimile: (724) 514-1871
Email: Brian.Roman@viatris.com

Cravath, Swaine & Moore LLP
825 8th Ave
New York, New York 10019
Attention: Mark I. Greene
Thomas E. Dunn
Aaron M. Gruber
Email: mgreene@cravath.com
tdunn@cravath.com
agruber@cravath.com

or to such other address or addresses as the Parties may from time to time designate in writing by like notice.

14.2. Amendment; Waiver. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

14.3. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (a) the Separation and Distribution Agreement (and the Exhibits, Schedules and Annexes thereto), (b) the Ancillary Agreements and (c) any other written agreement of the Parties that expressly provides that it is not superseded by this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Separation and Distribution Agreement, this Agreement shall control with respect to the subject matter hereof, and the Separation and Distribution Agreement shall control with respect to all other matters.

14.4. Parties in Interest. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except with respect to the indemnification rights under this Agreement of the Parties' Affiliates in the capacity as indemnified Persons solely with respect to Article IX or, in each case, as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

14.5. No Release. The termination or expiration of this Agreement for any reason will not release any Party from any liability or obligation that already has accrued as of the effective date of such termination or expiration, as applicable, or that may arise out of or in connection with such termination or expiration. The expiration or termination of this Agreement for any reason will not affect the continued operation or enforcement of any provision of this Agreement that, by its express terms, is to survive expiration or termination.

14.6. Confidentiality. The confidentiality obligations of the Parties and their respective Groups with respect to disclosures of information hereunder shall be governed, *mutatis mutandis*, by Section 6.08, Section 6.09 and Section 6.10 of the Separation and Distribution Agreement.

14.7. No Agency. Nothing herein contained will be construed to place the Parties in the relationship of partners, joint venturers, principal and agent or employer and employee. Neither Party will have the power to assume, create or incur liability or any obligation of any kind, express or implied, in the name of or on behalf of the other Party by virtue of this Agreement.

14.8. Counterparts. This Agreement may be executed in two (2) or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or .pdf transmission shall be binding to the same extent as an original signature page.

14.9. Headings. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

14.10. Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

14.11. Rules of Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

14.12. Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Subsidiaries or Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Subsidiaries or Affiliates of such Party. To the extent that this Agreement requires a Subsidiary or an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Subsidiary or Affiliate to take or omit to take such action.

14.13. Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms "hereof," "herein," "hereby," "hereto," "herewith," "hereunder" and derivative or similar words refer to this entire Agreement; (E) the terms "Article," "Section," "Exhibit," and "Schedule" refer to the specified Article, Section, Exhibit or Schedule of this Agreement and references to "paragraphs" or "clauses" shall be to separate paragraphs or clauses of the Section or subsection in which the reference occurs; (F) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (G) the word "or" shall be disjunctive but not exclusive; and (H) the word "from" (when used in reference to a period of time) means "from and including" and the word "through" (when used in reference to a period of time) means "through and including";

(ii) references to any federal, state, local, or foreign statute or Law shall (A) include all rules and regulations promulgated thereunder and (B) be to that statute or Law as amended, modified or supplemented from time to time; and

(iii) references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(e) The terms “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All monetary figures shall be in United States dollars unless otherwise specified.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

PFIZER INC.

By: /s/ Douglas E. Giordano

Name: Douglas E. Giordano

Title: Senior Vice President, Worldwide
Business Development

UPJOHN INC.

By: /s/ Sanjeev Narula

Name: Sanjeev Narula

Title: Authorized Officer