

MEMORANDUM OF AGREEMENT

Between

Mylan Pharmaceuticals Inc. and Viatrix Inc.,

And

**United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union
and its Local Union 8-957**

This Agreement is made by Mylan Pharmaceuticals Inc. (hereinafter referred to as the “Company”), and United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union (“USW”) and its Local Union 8-957 (“Local Union”) (hereinafter collectively referred to as the “Union”) (together the Company and the Union are referred to as the “Parties”). By its signature below, Viatrix Inc. agrees to guarantee the Company’s performance of the terms and conditions of this Agreement should the Company be unable to do so.

The Company has announced that it intends to cease all manufacturing operations at its Morgantown, West Virginia Plant (“Plant”) on or about July 31, 2021, with limited work that may continue beyond such date. This Agreement governs the effects of the permanent shutdown of the Plant upon current and former bargaining unit members who are or have been represented by the USW. This Agreement, together with the current collective bargaining agreement, establishes and defines all the rights and benefits applicable to and binding upon all employees, former employees and retirees of the Company and are or were covered by collective bargaining agreements between the Company and the Union.

1. Effective Date

The effective date of this Memorandum of Agreement (“MOA” or “Agreement”) shall be July 2, 2021 (the “Effective Date”). The date that the Plant will cease operations is presently projected to be July 31, 2021, and the employment and seniority rights of the majority of bargaining unit employees will be terminated on or about that date, with any right of rehire addressed in Section 2.C below. The Company may determine that activities are necessary after it ceases operations on July 31, 2021 to process and ship all work in process and inventory, and to otherwise close or reduce operations of the Plant after cessation of operations on July 31, 2021,

including without limitation, decommissioning, maintenance, and finalizing any manufacturing, packaging and shipping, and other bargaining unit work that may continue beyond such date (hereinafter referred to as "Post-Closing Work"). The terms of any Post-Closing Work are covered in Section 2.D. below. The employment and seniority rights of employees retained to perform Post-Closing Work shall be terminated upon their last day of assigned work, with any right of rehire addressed in Section 2.C below.

2. Status of Collective Bargaining Agreement

- A. The Parties have agreed to amend the current Collective Bargaining Agreement, which agreement is in effect for the period of April 22, 2017 through March 17, 2023 (the "CBA"), as provided herein. In the event of any inconsistencies between the CBA and this Agreement, this Agreement shall control and supersede any and all inconsistent terms or provisions in the CBA.
- B. In accordance with the CBA and this MOA, employees will continue to perform all bargaining unit work available in their respective job classification and shift until the cessation of operations on July 31, 2021. Certain employees will be needed to complete Post-Closing Work, as described in Section 2.D below.
- C. If, following July 31, 2021, the Company resumes or expands operations at the Morgantown Plant during the term of the CBA, whether in whole or in part, the CBA, as amended herein, shall apply and persons holding the status of "Employees" under the CBA as of the Effective Date shall be eligible for rehire by the Company subject to the Company's staffing needs at such time and without respect to whether such persons received any of the benefits or payments set forth in this Agreement. In the event an Employee is rehired while receiving the severance pay and benefits provided in Sections 4.A.1 and 4.B below, such pay and benefits shall cease. Any such remaining severance pay and benefits shall resume if such an Employee's employment is subsequently terminated as part of a permanent closure of the Plant.
- D. The Company has furnished the Union with information concerning the Post-Closing Work (as defined above) which will be required after July 31, 2021, which includes the work to be performed, the number of employees in each job, and the expected duration of the

work. In order to fill bargaining unit jobs required for the Post-Closing Work, it is agreed, as follows:

1. Post-Closing Work will only be offered to qualified bargaining unit employees who are anticipated to be actively employed as of July 31, 2021, and will not be offered to any employee on a leave of absence (unless the employee on a leave is anticipated to return as of July 31, 2021).
2. Within each job classification where Post-Closing Work will be offered, the Company will seek qualified volunteers in the following order, in each grouping by seniority, with volunteers being sought from a subordinate grouping only if a sufficient number of volunteers within a job classification cannot be obtained from a higher grouping:
 - a. Employees on their bid in job and Seniors;
 - b. Utility Workers and Department Coordinators in the designated work area; and
 - c. Employees temporarily transferred to the job.
3. In determining the grouping in which certain employees are to be placed for purposes of the process described in Section 2.D.2 above, it is understood that:
 - a. Utility M workers who are not performing Potency Suite work as of July 31, 2021, will be considered as being part of the grouping associated with their bid in job.
 - b. Employees holding a job as of July 31, 2021, on a temporary basis will be considered as being part of the grouping associated with their bid in job and not the temporary position.
4. If there are insufficient volunteers in accordance with Sections 2.D.2 and 2.D.3, the Company will select the least senior employees within the required job classification(s) on the required shift(s) to be retained for Post-Closing Work.
5. Where an employee who is selected to perform Post-Closing Work begins a Leave of Absence permitted by Article X of the

CBA following July 31, 2021, and the Company wishes to fill the vacancy (and not otherwise have the work done through the temporary transfer provisions of Article 12.8 of the CBA), the following shall apply:

- a. The Company shall fill that vacancy by asking the next employee in the groupings described in Section 2.D.2 herein and shall follow such procedure outlined therein until a replacement is found. A terminated employee who rejects any such offer of re-employment shall not forfeit any eligibility for severance or other benefits under this Agreement if the employee otherwise meets the requirements of this Agreement.
- b. An Eligible Employee who accepts an offer of re-employment shall have his or her severance pay and other related benefits as set forth in Section 4 of the Agreement suspended upon a return to work; such severance and benefits shall be reinstated when the Eligible Employee is later terminated at the conclusion of the assigned Post-Closing Work.
- c. The Company shall not be required to offer re-employment to any employee returning from a leave of absence under Section 10.1 (Personal Leaves of Absence) or Section 10.4 (Union Leaves of Absence) at the conclusion of such absence; such employees shall be treated as terminated and, if they qualify as an Eligible Employee, shall begin to receive the severance pay and other benefits described in Section 4 of this Agreement. An employee who is initially assigned to Post-Closing Work but who thereafter takes a leave of absence pursuant to Section 10.2 (Medical Leaves of Absence) or 10.3 (Military Leaves of Absence) may be eligible, upon the conclusion of such leave, for reinstatement if the Company elects to keep the position the employee held immediately prior to the Leave of Absence. If the Company does not wish to continue the position, such employee returning from a Leave of Absence upon the conclusion of such leave may be eligible for the severance and other benefits if the employee otherwise meets the requirements of this Agreement.

6. When employees within any of the affected job classification(s) are no longer required for Post-Closing Work, their employment will be terminated on the date(s) selected by the Company. Such employees shall be eligible to receive the severance and benefits described in Section 4 of this Agreement upon their termination if the employee otherwise meets the requirements of this Agreement.
7. Where partial reductions within a job classification occur following July 31, 2021, the Company will terminate employees in each job classification in reverse seniority order.
8. If an employee resigns from employment during the period of Post-Closing Work but before the date of their termination date selected by the Company, the employee will not be eligible for the severance and other benefits of this Agreement.

3. Waiver and Release

The Union and Company agree that: (i) each has had the unlimited opportunity to make demands and proposals with respect to all subjects not removed by law from the area of collective bargaining concerning the Plant shut down; (ii) this Agreement resolves in full all matters, including the rights and benefits of all impacted individuals and the Union, concerning the Plant shut down and the employees' employment with and termination from the Company; (iii) all rights, benefits, and compensation under the CBA cease as of the date of the employee's termination of employment, except as otherwise provided in this MOU; and (iv) this Agreement constitutes the total agreement reached by the Parties relative to the shut down. Therefore, the Company and the Union each voluntarily and unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any subject or matters relating to the Plant shut down or referred to or covered in this Agreement.

- (i) Union Waiver and Release. As of the Effective Date and as of the last day of any Post-Closing Work, the Union, to the fullest extent permitted by applicable law, shall waive and release any and all claims or rights, including without limitation, any and all obligations and/or liabilities under the terms of the CBA except as addressed or preserved herein, and which may be asserted by or on behalf of the current or former employees, including retirees, and/or the Union against the Company, its direct and indirect parent(s) and affiliates, and the predecessors, successors and

current and former officers, directors, employees, and agents of each, in connection with or arising out of current or former employees' employment with the Company and termination of employment and seniority, the Plant shut down, and the negotiation of this Agreement, and no such claims or rights shall be asserted in arbitration, litigation, or any other forum, notwithstanding the terms and conditions of this Agreement. Without intending to expand any existing right earned or accrued prior to an Employee's termination of employment pursuant to the CBA or any vested benefits under existing and applicable benefit programs, the foregoing terms of this Section 3(i) shall not apply to any individual current or former employee's claims for 401(k) benefits, any vested benefits under existing and applicable benefit programs, workers' compensation benefits, unemployment compensation benefits, and other benefits and rights specifically addressed herein. In addition, except as otherwise described in this Section 3(i), the foregoing terms of this Section 3(i) shall not apply to (i) five (5) pending grievances: (a) Shelley Shuck termination grievance, (b) Tiffany Grove 30-day suspension grievance, (c) Tracey Ponceroff termination grievance, (d) Todd Libertino overtime grievance, and (e) Isaac Weaver termination grievance; or (ii) any grievance, not otherwise released by a Waiver and Release of Claims agreement, concerning any dispute arising after the execution of this Agreement involving any alleged violation of the CBA; provided, that (i) if any grievant referred to in the foregoing clause signs or has signed a Waiver and Release of Claims agreement set forth in Exhibit A or Exhibit B, the Union and the Company agree to dismiss such grievance promptly with prejudice; and (ii) with respect to any grievance filed after the Effective Date concerning termination or suspension, the Company and Union will retain an arbitrator to hear such cases within 10 days of the filing of the grievance; and provided further that the Union shall not file any grievance or file or make any other claim or charge concerning the closure of the Morgantown Plant or the effects of the closure not otherwise covered by this Agreement.

- (ii) Employee Waiver and Release. Each current employee of the Company shall fully and completely terminate all seniority and recall rights with the Company as of the date of their termination from employment. As a condition of receiving the benefits described in Sections 4.A., 4.B., and 4.C. of this Agreement, each such employee shall release and waive all claims effective as of,

and as provided in, the respective Waiver and Release of Claims signed by the employee, in the form attached as Exhibit A.

- (iii) Termination of Seniority for Laid Off Employees. To the extent any laid off employee still maintains seniority and recall rights, such seniority and recall rights terminate on the Effective Date of this Agreement.

4. Severance Pay, Extension of Certain Benefits and Insurance Coverage, and Other Rights

Employees of the Plant covered by this Agreement who are not on lay off status as of the Effective Date and who remain at work until their employment is terminated due to lack of work resulting from the Plant shut down, and who sign, no earlier than seven (7) days before the last day of employment, and no later than fourteen (14) days after their last date of employment, and do not revoke the Waiver and Release of Claims agreement entered into by the employee and the Company (each an "Eligible Employee" and collectively "Eligible Employees"), shall receive the following severance pay and benefits:

A. Benefit and Insurance Coverage Continuation

1. Eligible Employees who timely elect and submit COBRA election forms shall receive Company subsidized COBRA benefit continuation coverage, i.e., medical, prescription drug, dental, vision, coaching and disease management and Employee Assistance Program, in accordance with Article XXVI of the CBA ("COBRA Benefits") at coverage levels each such Eligible Employee and his or her eligible dependents were participating in as of the Eligible Employee's employment termination date. The Company subsidy for COBRA Benefit continuation coverage shall consist of the Company's payment of the full cost of COBRA Benefit premiums. The subsidized COBRA Benefit continuation coverage shall be provided for the same number of weeks as the Eligible Employee receives severance payments as provided below. For purposes of subsidized COBRA Benefits and this provision, full years of service shall be determined as of the Eligible Employee's termination date and in the same manner as determined for purposes of calculating seniority, with no rounding, under Article III of the CBA. The Company's payment of the COBRA Benefits subsidy shall cease if health care coverage of the same type is received by, or made available by, a subsequent employer.

Except as provided otherwise in this MOA, all other benefit and insurance coverages and eligibility shall cease on the Eligible Employee's employment termination date.

2. If an Eligible Employee is on a qualified Leave of Absence and is eligible to receive Short Term Disability coverage under the Company's Sickness and Accident Insurance program at the time of an Eligible Employee's termination, the Eligible Employee shall continue to be covered under the Company's Sickness and Accident Insurance program following the termination date for the maximum term set forth in CBA Section 10.2 or the date the Eligible Employee no longer qualifies for the program, whichever occurs first. Short Term Disability Payments made to the Eligible Employee in accordance with Section 10.2 of the CBA shall be deducted from the Severance Payments described in Section 4.B. of this Agreement. Any such Eligible Employee who is receiving Short Term Disability coverage at the time of the shutdown of the Plant may also be eligible for coverage under the Company's Long Term Disability Insurance program in accordance with the terms of such program.
3. If an Eligible Employee is on a qualified Leave of Absence and is eligible to receive coverage under the Company's Long Term Disability Insurance program at the time of an Eligible Employee's termination, Long-Term Disability payments will continue in accordance with the terms of the program for the maximum term set forth in CBA Section 10.2 or the date the Eligible Employee no longer qualifies for a Long-Term Disability Insurance benefit, whichever occurs first. Long-Term Disability payments shall be deducted from the Severance Payments described in Section 4.B. of this Agreement.
4. Maintenance prescription drugs will continue to be provided through March 17, 2023 to Eligible Employees and their eligible dependents as of the Eligible Employee's employment termination date under the terms of Section 26.7 of the CBA. Parents of Eligible Employees designated as of the Eligible Employees' termination date will continue to receive Mylan manufactured products (except controlled drugs) through March 17, 2023 under the terms of Section 26.6 of the CBA. Maintenance prescription drugs and the benefits under the terms of Section 26.6 of the CBA shall cease after March 17, 2023. The Company, in its sole discretion, shall determine the manner and method by which such drugs may be provided when and if the Plant onsite pharmacy is closed.

B. Severance Payments

1. The Company shall make severance payments equal to two (2) weeks per year of service, up to a maximum of fifty-two (52) weeks, of regular straight-time pay, less applicable withholdings ("Severance Payments"), to each Eligible Employee. Notwithstanding the formula in the preceding sentence, no Eligible Employee will receive less than twelve (12) weeks of Severance Payments. Regular straight-time pay shall be calculated based on the Eligible Employee's regular straight-time hourly wage rate, which shall include technical premium, longevity pay and shift premium, and potency suite premiums (only for those Eligible Employees whose bid in job is the potency suite), at the levels applicable to each respective Eligible Employee as of the day prior to each Eligible Employee's employment termination date. For purposes of determining the duration of Severance Payments and this provision, full years of service shall be determined as of the Eligible Employee's termination date and in the same manner as determined for purposes of calculating seniority, with no rounding, under Article III of the CBA.
2. Severance Payments shall be paid in approximately equal installments on the Company's regular payroll dates, in accordance with the Company's regular payroll practices. With respect to each Eligible Employee, the Company will make the first payment by direct deposit into each Eligible Employee's bank account (based on information the Company has on file) on or about the second regularly scheduled Company payroll date occurring after the Eligible Employee's Separation Date (as such term are defined in the Waiver and Release of Claims agreement attached hereto as Exhibit A). As permitted by law, an Eligible Employee who does not currently receive paychecks by direct deposit shall provide the Company's HR Department with direct deposit information to allow the Company to make Severance Payments to the Eligible Employee by direct deposit into the Eligible Employee's bank account. The Company will notify employees of direct deposit requirements prior to July 31, 2021.
3. The Parties agree that consistent with WV Code 21A-1A-28(10), each Eligible Employee has earned his or her Severance Payments prior to becoming totally or partially unemployed and that the Severance Payments are thus not wages within the meaning of 21A-1A-28. The Company will not assert that such Severance Payments should be

considered earnings in determining qualification for State Unemployment Benefits. The Parties recognize that the determination of whether Severance Payments are considered earnings in determining qualification for State Unemployment Benefits is made by the applicable state Department of Labor.

C. Preferential Hiring

From the Effective Date until March 17, 2023, Eligible Employees will receive hiring preference for production and maintenance job openings for which Eligible Employees are qualified at any Viatris manufacturing plant in the U.S. Individuals must apply for such employment in a timely manner. Individuals who satisfy the foregoing requirements will be eligible to fill any such vacancy if they otherwise satisfy the Company's hiring requirements.

5. Other Benefits

A. Vacation Pay

Employees shall receive pay for Vacation time which has been accrued but not taken pursuant to CBA Section 21.4. Such payment will be made within ten (10) days after the employee's employment termination date.

B. Confirmation of Employment

The Company will provide each employee, who so requests within two (2) months of their employment termination date, a standard letter which will contain the following information:

- 1) Date of hire.
- 2) Titles of all jobs held.
- 3) Termination date.
- 4) Reason for termination. That the employee's employment was terminated as a result of the permanent closure of the Plant.

C. Employment and Medical Records.

The Company will provide, at no cost, each employee with a copy of documents describing his or her employment history, upon request by the

employee if requested prior to December 31, 2021. Employee requests for medical records should be made to the Company's provider.

D. Mailing List.

The Company will provide the Union with an up-to-date mailing list for active and retired employees within seven (7) days of the Effective Date of this MOA. The Company shall update this list on or about January 1, 2022, July 1, 2022, and January 1, 2023.

E. TAA

The Company will respond to reasonable requests by the Union for information related to applications for eligibility for TAA as provided by all applicable States of residence and/or the Federal Government.

6. Severance Payment for Laid-Off Employees

Laid Off Employees having recall rights as of July 31, 2021 shall receive a one-time payment of \$2,000, less applicable withholdings, provided they acknowledge in writing that all seniority and recall rights have been terminated and sign and do not revoke a Waiver and Release of Claims agreement in the form attached hereto as Exhibit B. To be eligible to receive the one-time payment, the Waiver and Release of Claims agreement must be signed and delivered to the Company by each Laid Off Employee no earlier than seven (7) days prior to August 1, 2021, and no later than fourteen (14) days after August 1, 2021.

7. Prescription Drugs, Retiree Monthly Payments & 2012 Retirement Incentive

A. Subject to the eligibility requirements set forth in CBA Article 34, current retirees, those employees who may retire prior to or upon the date their employment is scheduled to terminate, and those employees who would have obtained eligibility prior to March 17, 2023 had they not been terminated on their scheduled termination date, will be eligible to receive the \$110 monthly payment provided in and pursuant to CBA Article 34. The monthly payment shall cease as of March 18, 2023.

B. Subject to the eligibility requirements set forth in CBA Section 26.5, current retirees and those employees who may retire prior to or upon the date their employment is scheduled to terminate, will continue to

receive Mylan manufactured drugs (except controlled drugs) at no cost to the retiree. Such provision of Mylan manufactured drugs to eligible retirees shall cease as of March 17, 2023. The Company, in its sole discretion, shall determine the manner and method by which such drugs may be provided when and if the Plant onsite pharmacy is closed.

C. Retirement Incentive

The monthly payments provided under the April 13, 2012 Letter of Understanding between the Company and the Union will continue for the eligible employees who retired under the CBA expiring April 16, 2012, as well as those eligible employees who retired prior to April 21, 2017, for all remaining periods of eligibility.

8. Dispute Resolution

Any alleged violations of this Agreement will be subject to the grievance and arbitration procedure of the CBA.

9. Complete Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and terminates all other agreements or understandings concerning the subject matter hereof, except as specifically set forth in this Agreement. This Agreement may be modified only in writing and signed by both the Company and the Union. Should any term or provision of this Agreement be determined by any court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected thereby, and the illegal or unenforceable term or provision shall be modified consistent with applicable law or, if not possible, deemed not to be part of this Agreement.

For the Company:

For the USW:

For USW Local 8-957:

For Viatris Inc.:

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims Agreement (“**Agreement**”) is made by and between [insert name] and Mylan Pharmaceuticals Inc., on behalf of itself and any direct or indirect parent, including Viatris Inc., subsidiary or affiliate and their respective predecessors and successors (hereinafter “**Mylan**” or the “**Company**”). I shall sign this Agreement no earlier than seven (7) days prior to my last date of employment and no later than fourteen (14) days after my last date of employment and deliver a copy of the signed Agreement to the Company no later than fourteen (14) days after my last date of employment. The Company shall sign this Agreement no later than seven (7) days after it receives the signed agreement from me. This Agreement shall be in effect on the date that the Agreement has been signed by both me and the Company (the “**Effective Date**”).

Pursuant to the Memorandum of Agreement entered into as of [date] between Mylan Pharmaceuticals Inc., and the United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union and its Local Union 8-957 (hereinafter collectively the “**Union**” or “**USW**”) (the “**MOA**”), and as a condition to receiving the pay and benefits described in the MOA, I acknowledge and agree as follows:

A. My seniority rights and employment with Mylan shall terminate on [enter date] (the “**Separation Date**”).

B. Mylan shall pay to me an amount equal to the applicable number of weeks of straight-time pay as set forth in Section 4.B.1. of the MOA, calculated at my regular hourly straight-time wage rate, including technical premium, longevity pay, shift premium, and potency suite premium (but only if my bid in job is Potency Suite), totaling [] dollars (\$ []), less applicable withholdings and deductions (the “**Total Cash Severance**”). Mylan will pay the Total Cash Severance in approximately equal installments on the Company’s regular payroll dates, in accordance with the Company’s regular payroll practices. The Company will make the first payment on or about the second regularly scheduled Company payroll date occurring after the Separation Date or Effective Date, whichever occurs later. If I currently do not receive my paychecks by direct deposit, I shall provide to Mylan prior to July 31, 2021 my bank account information to allow the Total Cash Severance payments to be made to me by direct deposit into my bank account. I further understand and agree that, in accordance with the MOA, the Total Cash Severance (i) will be reduced by the amount of Short Term Disability payments and/or Long Term Disability payments I am receiving, if any, and (ii) will terminate if I am rehired in accordance with Section 2.C. of the MOA.

C. As set forth in Section 4.A.1. of the MOA, Mylan shall pay for the applicable number of weeks following the Separation Date, commencing on the first day of the month following such date, on behalf of myself and my eligible dependents as of my last day of employment, the cost of continuation for those group healthcare benefits in which my eligible dependents and I had participated as of my last day of employment, provided I timely elect to continue such benefit(s) under and in accordance with the terms and conditions of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”). I acknowledge and agree that such COBRA continuation coverage payments, however, will cease early if healthcare coverage of the same type is received by me, or made available to me by, a subsequent employer. Unless otherwise ceased early, I acknowledge and agree that Mylan will cease paying the cost of such COBRA continuation coverage at the same time that the Total Cash Severance installment payments have been paid in full and that thereafter I will be responsible for paying the full amount charged for continued healthcare benefits coverage under the applicable group health plan for the remainder of the

coverage period, if any, prescribed by COBRA or the American Rescue Plan Act, if applicable. I further acknowledge and agree that my benefit continuation at the Company's expense will run concurrently with the coverage periods prescribed by COBRA and the American Rescue Plan Act, if applicable.

D. In consideration of the payments to be made and benefits provided under Sections B and C of this Agreement and Sections 4.A and 4.B of the MOA, which I acknowledge I would not be entitled to receive without signing this Agreement, and except for payment to me of any accrued and unused vacation time, and any other benefits of which I may be entitled under the MOA, I agree that the foregoing consideration represents settlement in full of all outstanding obligations owed to me by the Company and their respective current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, direct and indirect parents, affiliates, and subsidiaries, and all persons acting with or on behalf of them, as applicable (collectively, the "**Releasees**").

E. I, on my own behalf and on behalf of my heirs, family members, executors, agents, and assigns, hereby and forever release and discharge the Releasees from any and all claims and causes of action, known or unknown, arising out of or relating to my employment or the termination of my employment with Mylan or any direct or indirect parent of Mylan, including Viartis Inc., and any subsidiary or affiliate of Mylan, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, violation of any federal, state or local law, regulation, ordinance, or common law relating to employment or employment discrimination (other than federal age discrimination claims under the Age Discrimination in Employment Act), any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received as a result of this Agreement and the MOA, or any state or local civil rights and/or human relations legislation or ordinance. Without intending to expand any existing right earned or accrued prior to my termination of employment and provided pursuant to the CBA or any vested benefits under existing and applicable benefit programs, the foregoing terms of this Section E shall not apply to any claims for 401(k) benefits, any vested benefits under existing and applicable benefit programs, workers' compensation benefits, unemployment compensation benefits, and other benefits and rights specifically addressed in the MOA. My waiver of rights under this Agreement is knowing and voluntary and complies in full with all criteria set forth in the regulations promulgated under the West Virginia Human Rights Act, WV CSR § 77-6 ("**WVHRA**"), for a release or waiver under the WVHRA, as may be applicable. Employees who reside in West Virginia are advised in writing through this document to consult with an attorney prior to executing this Agreement and are hereby provided with the toll-free telephone number of the West Virginia State Bar Association (1-800-642-3617).

F. I understand that neither this Agreement nor any policy or other agreement between me and any Releasee limits or prohibits me from filing a charge with or otherwise communicating or cooperating with, or participating in any investigation or proceeding that may be conducted, by the Equal Employment Opportunity Commission, or other local, state, or federal administrative body or government agency (the "**Government Agencies**"), including providing non-privileged documents or information to such Government Agencies without the need for notice to or consent from the Company. In making any such disclosures or communications, I agree to take all reasonable precautions with respect to any individuals or parties, other than the Government Agencies, to prevent any unauthorized use or disclosure of any information that may constitute confidential information under any agreement between me and any Releasee. I understand that I am not entitled to recover any monetary damages directly from any of the Releasees. This Agreement does not, however, limit potential awards for information provided to, or other

appropriate relief as determined by, the Government Agencies, except I waive and release any right to a relator's share of any award recovered against the Releasees under the False Claims Act or any other qui tam statutes, and I agree not to accept a relator's share of such award unless prohibited by law. I hereby represent that I am not aware of any violation of any Viatrix, Mylan or MPI policy or Code of Conduct provision, other than matters which I have previously reported to the Viatrix Office of Global Compliance or Legal Department while employed with the Company.

G. I acknowledge and agree that I will not disclose or make accessible to any third party, or use for my own direct or indirect benefit, Viatrix, Mylan or Releasee confidential or proprietary information, including any non-public information relating to any inventions, processes, formulae, plans, devices, compilations of information, technical data, mailing lists, distribution methods, names of suppliers or customers, marketing strategies, or trade secrets, other than as provided herein.

H. I acknowledge that I have been advised to consult with legal counsel and am familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the Releasee. Being aware of said principle, I agree to expressly waive any rights I may have to that effect, as well as under any other statute or common law principles of similar effect.

I. I acknowledge and represent that, other than the consideration set forth in this Agreement, Mylan and all other Releasees, as applicable, have paid or provided all wages, overtime pay, bonuses, accrued vacation/paid time off, premiums, leaves, severance, vesting, and any and all other benefits and compensation due to me. Notwithstanding the foregoing, and pursuant to Section 5.A of the MOA, Mylan acknowledges and agrees that all accrued and unused vacation pay not paid to me as of the Separation Date shall be paid by Mylan, the payment of which is not conditioned upon my executing this Agreement.

J. In addition, I affirm and acknowledge that I have returned or will return all Mylan property including, but not limited to, badges, security passes, parking passes, laptops, cell phones, credit cards, written, electronically recorded (including computer USBs) information, digital, filmed, or graphic matter obtained from Mylan on or before my last day of employment.

K. I acknowledge that I have signed this Agreement voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations, written or oral, have been made to me by any person to induce me to do so other than the promise of benefits and payments set forth herein and in the MOA and Mylan's acknowledgment of my rights reserved herein. I understand that I must sign and return this Agreement to the Company no earlier than seven (7) days prior to the Separation Date, but no later than fourteen (14) days after the Separation Date, as a condition of receiving the pay and benefits set forth herein and in the MOA.

L. This Agreement may be executed by exchange of signed signature pages, and any signature transmitted by e-mail attachment of scanned signature pages or facsimile for the purpose of signing this Agreement shall be deemed an original signature for purposes of the Agreement. The Agreement may be executed in counterparts, and each such counterpart shall be deemed an original with the same effect as if I or the Company had signed the same document.

M. I acknowledge that I have carefully read this Agreement and understand all of its terms. Except for my continuing obligations under any confidentiality, non-disclosure, restrictive

covenants, and intellectual property agreement(s) between myself and any Releasee, this Agreement and the MOA represent the entire agreement and understanding between me and Mylan concerning the subject matter of this Agreement, my employment, and my separation from employment, and supersede and replace any and all prior negotiations, representations, agreements and understandings with any Mylan-related entity or representative concerning the subject matter of this Agreement and my relationship with Mylan and any Releasee. If any provision or portion of this Agreement is held unenforceable or invalid, all remaining provisions of this Agreement remain in full force and effect.

N. This Agreement shall be governed by the laws of the State of West Virginia.

O. The Company agrees that, in the event of my death during the period of receipt of wages and subsidized benefits, the remaining balance of unpaid payments shall be provided to my estate.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF CLAIMS AGREEMENT AND AFFIRM THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, INCLUDING WITHOUT LIMITATION, THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee, an individual:

Mylan Pharmaceuticals, Inc., on behalf of itself and Viatrix Inc.

(Signature)

By: _____
Title: Chief Financial Officer, Viatrix Inc.

(Print Name)

Date: _____

Date: _____

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims Agreement (“**Agreement**”) is made by and between [insert name] and Mylan Pharmaceuticals Inc., on behalf of itself and any direct or indirect parent, including Viartis Inc., subsidiary or affiliate and their respective predecessors and successors (hereinafter “**Mylan**” or the “**Company**”). I shall sign this Agreement no earlier than seven (7) days prior to August 1, 2021, and no later than fourteen (14) days after August 1, 2021, and deliver a copy of the signed Agreement to the Company no later than fourteen (14) days after August 1, 2021. The Company shall sign this Agreement no later than seven (7) days after it receives the signed agreement from me. This Agreement shall be in effect on the date that the Agreement has been signed by both me and the Company (the “**Effective Date**”).

Pursuant to the Memorandum of Agreement entered into as of [date] between Mylan Pharmaceuticals Inc., and the United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union and its Local Union 8-957 (hereinafter collectively the “**Union**” or “**USW**”) (the “**MOA**”), and as a condition to receiving the payment provided in Section 6 of the MOA, I acknowledge and agree as follows:

A. My seniority rights, lay off status, and employment with Mylan shall be terminated as of August 1, 2021 (the “**Separation Date**”).

B. Mylan shall pay to me a one-time payment of \$2,000.00, less applicable withholdings and deductions, as set forth in Section 6 of the MOA (“**Total Cash Severance**”). Mylan will pay the Total Cash Severance in a single lump-sum payment on or about the second regularly scheduled Company payroll date occurring after the Separation Date or the Effective Date, whichever occurs later.

C. In consideration of the payments to be made and benefits provided under this Agreement and the MOA, which I acknowledge I would not be entitled to receive without signing this Agreement, I agree that the foregoing consideration represents settlement in full of all outstanding obligations, if any, owed to me by the Company and their respective current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, direct and indirect parents, affiliates, and subsidiaries, and all persons acting with or on behalf of them, as applicable (collectively, the “**Releasees**”).

D. I, on my own behalf and on behalf of my heirs, family members, executors, agents, and assigns, hereby and forever release and discharge the Releasees from any and all claims and causes of action, known or unknown, arising out of or relating to my employment or the termination of my employment with Mylan or any direct or indirect parent of Mylan, including Viartis Inc., and any subsidiary or affiliate of Mylan, including, but not limited to, wrongful discharge, breach of contract, tort, fraud, violation of any federal, state or local law, regulation, ordinance, or common law relating to employment or employment discrimination (other than federal age discrimination claims under the Age Discrimination in Employment Act), any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received as a result of this Agreement and the MOA, or any state or local civil rights and/or human relations legislation or ordinance. Without intending to expand any existing right earned or accrued prior to my termination of employment and provided pursuant to the CBA or any vested benefits under existing and applicable benefit program, the foregoing terms of this Section E shall not apply to any claims for 401(k) benefits, any vested benefits under existing and applicable benefit programs, workers’ compensation benefits, unemployment compensation benefits, and other

benefits and rights specifically addressed in the MOA. My waiver of rights under this Agreement is knowing and voluntary and complies in full with all criteria set forth in the regulations promulgated under the West Virginia Human Rights Act, WV CSR § 77-6 (“**WVHRA**”), for a release or waiver under the WVHRA, as may be applicable. Employees who reside in West Virginia are advised in writing through this document to consult with an attorney prior to executing this Agreement and are hereby provided with the toll-free telephone number of the West Virginia State Bar Association (1-800-642-3617).

E. I understand that neither this Agreement nor any policy or other agreement between me and any Releasee limits or prohibits me from filing a charge with or otherwise communicating or cooperating with, or participating in any investigation or proceeding that may be conducted, by the Equal Employment Opportunity Commission, or other local, state, or federal administrative body or government agency (the “**Government Agencies**”), including providing non-privileged documents or information to such Government Agencies without the need for notice to or consent from the Company. In making any such disclosures or communications, I agree to take all reasonable precautions with respect to any individuals or parties, other than the Government Agencies, to prevent any unauthorized use or disclosure of any information that may constitute confidential information under any agreement between me and any Releasee. I understand that I am not entitled to recover any monetary damages directly from any of the Releasees. This Agreement does not, however, limit potential awards for information provided to, or other appropriate relief as determined by, the Government Agencies, except I waive and release any right to a relator’s share of any award recovered against the Releasees under the False Claims Act or any other qui tam statutes, and I agree not to accept a relator’s share of such award unless prohibited by law. I hereby represent that I am not aware of any violation of any Viatris, Mylan or MPI policy or Code of Conduct provision, other than matters which I have previously reported to the Viatris Office of Global Compliance or Legal Department while employed with the Company.

F. I acknowledge and agree that I will not disclose or make accessible to any third party, or use for my own direct or indirect benefit, Viatris, Mylan or Releasee confidential or proprietary information, including any non-public information relating to any inventions, processes, formulae, plans, devices, compilations of information, technical data, mailing lists, distribution methods, names of suppliers or customers, marketing strategies, or trade secrets, other than as provided herein.

G. I acknowledge that I have been advised to consult with legal counsel and am familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the Releasee. Being aware of said principle, I agree to expressly waive any rights I may have to that effect, as well as under any other statute or common law principles of similar effect.

H. I acknowledge and represent that, other than the consideration set forth in this Agreement, Mylan and all other Releasees, as applicable, have paid or provided all wages, overtime pay, bonuses, accrued vacation/paid time off, premiums, leaves, severance, vesting, and any and all other benefits and compensation due to me.

I. I acknowledge that I have signed this Agreement voluntarily, knowingly, of my own free will and without reservation or duress, and that no promises or representations, written or oral, have been made to me by any person to induce me to do so other than the promise of benefits and

payments set forth herein and in the MOA and Mylan's acknowledgment of my rights reserved herein. I understand that I must sign and return this Agreement to the Company no earlier than seven (7) days prior to the Separation Date, but no later than fourteen (14) days following the Separation Date, as a condition of receiving the pay and benefits set forth herein and in the MOA.

J. This Agreement may be executed by exchange of signed signature pages, and any signature transmitted by e-mail attachment of scanned signature pages or facsimile for the purpose of signing this Agreement shall be deemed an original signature for purposes of the Agreement. The Agreement may be executed in counterparts, and each such counterpart shall be deemed an original with the same effect as if I or the Company had signed the same document.

K. Finally, I acknowledge that I have carefully read this Agreement and understand all of its terms. Except for my continuing obligations under any confidentiality, non-disclosure, restrictive covenants, and intellectual property agreement(s) between myself and any Releasee, this Agreement and the MOA represent the entire agreement and understanding between me and Mylan concerning the subject matter of this Agreement, my employment, and my separation from employment, and supersede and replace any and all prior negotiations, representations, agreements and understandings with any Mylan-related entity or representative concerning the subject matter of this Agreement and my relationship with Mylan and any Releasee. If any provision or portion of this Agreement is held unenforceable or invalid, all remaining provisions of this Agreement remain in full force and effect.

L. This Agreement shall be governed by the laws of the State of West Virginia.

M. The Company agrees that, in the event of my death during the period after the Effective Date and prior to receipt of the Total Cash Severance payment, the Total Cash Severance payment shall be provided to my estate.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF CLAIMS AGREEMENT AND AFFIRM THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, INCLUDING WITHOUT LIMITATION, THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Employee, an individual:

Mylan Pharmaceuticals, Inc., on behalf of itself and Viatrix Inc.

(Signature)

By: _____
Title: Chief Financial Officer, Viatrix Inc.

(Print Name)

Date: _____

Date: _____