UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☑ **Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the Fiscal Year Ended December 31, 2020

OR

☐ **Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the transition period from to .

Commission file number 001-39695

VIATRIS INC.

(Exact name of registrant as specified in its charter)

Delaware	**83-4364296**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

1000 Mylan Boulevard, Canonsburg, Pennsylvania, 15317

(Address of principal executive offices)(Zip Code)

(724) 514-1800

(Registrant's telephone number, including area code)

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

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

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

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 26, 2020, the last business day of the registrant's most recently completed second fiscal quarter: No established public trading market for the registrant's common stock as of such date.

The number of shares of common stock outstanding, par value $0.01 per share, of the registrant as of February 22, 2021 was 1,207,082,624.

INCORPORATED BY REFERENCE

Document	**Part of Form 10-K into Which Document is Incorporated**
An amendment to this Form 10-K will be filed no later than 120 days after the close of registrant's fiscal year.	III

VIATRIS INC.
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For the Year Ended December 31, 2020

Glossary of Defined Terms

Unless the context requires otherwise, references to "Viatris," "the Company," "we," "us" or "our" in this 2020 Form 10-K (defined below) refer to Viatris Inc. and its subsidiaries. We also have used several other terms in this 2020 Form 10-K, most of which are explained or defined below.

2003 LTIP	2003 Long-Term Incentive Plan
2014 Program	One-Time Special Performance-Based Five-Year Realizable Value Incentive Program adopted in February 2014
Abbott	Abbott Laboratories
AbbVie	AbbVie Inc.
ACA	Patient Protection and Affordable Care Act, as amended by the Health Care and Education and Reconciliation Act
Adjusted EBITDA	Non-GAAP financial measure that the Company believes is appropriate to provide information to investors - EBITDA (defined below) is further adjusted for share-based compensation expense, litigation settlements, and other contingencies, net, restructuring and other special items
Amgen	Amgen Inc. and Amgen Manufacturing Limited
AMP	Average Manufacturer Price
ANDA	Abbreviated New Drug Application
AOCE	Accumulated other comprehensive earnings
APIs	Active pharmaceutical ingredients
ARV	Antiretroviral medicines
ASC	Accounting Standards Codification
Aspen	Aspen Global Incorporated
ASU	Accounting Standards Update
BCA	Business Combination Agreement, dated as of July 29, 2019, as amended from time to time, among Viatris, Mylan, Pfizer and certain of their affiliates
BEAT	Base Erosion Anti-Abuse Tax
BIAM	Biosimilar Initial Advisory Meeting
Biocon	Biocon Ltd.
BPCIA	Biologics Price Competition and Innovation Act of 2009
CARES Act	Coronavirus Aid, Relief, and Economic Security Act
CAT	Competition Appeals Tribunal
CCPA	California Consumer Privacy Act of 2018
cGMP	Current Good Manufacturing Practices
CIA	Corporate Integrity Agreement, dated August 16, 2017, entered into between the OIG-HHA, Mylan Inc. and Mylan Specialty L.P.
CJEU	European Court of Justice
clean energy investments	Used to define the three equity method investments the Company has in limited liability companies that own refined coal production plants whose activities qualify for income tax credits under the Code
CMA	Competition and Markets Authority
CMS	Centers for Medicare & Medicaid Services
CNS	Central Nervous System
Code	The U.S. Internal Revenue Code of 1986, as amended

Combination	Refers to Mylan combining with Pfizer's Upjohn Business in a Reverse Morris Trust transaction to form Viatris
Commercial Paper Program	The $1.65 billion unsecured commercial paper program entered into as of November 16, 2020 by Viatris, as issuer, Mylan Inc., Utah Acquisition Sub and Mylan II B.V., as guarantors, and certain dealers from time to time
Commission	European Commission
Contribution	Pfizer's contribution of the Upjohn Business to Viatris
COPD	Chronic obstructive pulmonary disease
COSO	Committee of Sponsoring Organizations of the Treadway Commission
COVID-19	Novel coronavirus disease of 2019
CP Notes	Unsecured, short-term commercial paper notes issued pursuant to the Commercial Paper Program
DCGI	Drug Controller General of India
DEA	U.S. Drug Enforcement Agency
Developed Markets segment	Viatris' business segment that includes our operations primarily in the following markets: North America and Europe
DGCL	Delaware General Corporation Law
Distribution	Pfizer's distribution to Pfizer stockholders all the issued and outstanding shares of Upjohn Inc.
DOJ	U.S. Department of Justice
EBITDA	Non-GAAP financial measure that the Company believes is appropriate to provide information to investors - U.S. GAAP net earnings (loss) adjusted for net contribution attributable to equity method investments, income tax provision (benefit), interest expense and depreciation and amortization
EDPA	U.S. District Court for the Eastern District of Pennsylvania
EMA	European Medicines Agency
Emerging Markets segment	Viatris' business segment that includes, but is not limited to, our operations primarily in the following markets: Parts of Asia, the Middle East, South and Central America, Africa, and Eastern Europe
EPD Business	Prior to the EPD Business Acquisition, Abbott Laboratories non-U.S. developed markets specialty and branded generics business
EPD Business Acquisition	Mylan N.V.'s acquisition of Mylan Inc. and the EPD Business on February 27, 2015
EU	European Union
EURIBOR	Euro Interbank Offered Rate
Exchange Act	Securities Exchange Act of 1934, as amended
The Facility	The Novartis TOBI Podhaler® production facility in San Carlos, California
FASB	Financial Accounting Standards Board
FCA	Financial Conduct Authority in the U.K.
FDA	U.S. Food and Drug Administration
Finco	Upjohn Finance B.V., a wholly owned financing subsidiary of Viatris
Form 10-K	This annual report on Form 10-K for the fiscal year ended December 31, 2020
FKB	Fujifilm Kyowa Kirin Biologics Co. Ltd
FTC	U.S. Federal Trade Commission
GDPR	The EU's General Data Protection Regulation

GILTI	Global intangible low-taxed income
Greater China segment	Viatris' business segment that includes our operations primarily in the following markets: China, Taiwan and Hong Kong
GUK	Generics [U.K.] Limited
Gx	Generic drugs
Hatch-Waxman Act	Drug Price Competition and Patent Term Restoration Act of 1984
HIPAA	Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act
HIV/AIDS	Human immunodeficiency virus infection and acquired immune deficiency syndrome
HMOs	Health maintenance organizations
HSR Act	Hart-Scott-Rodino Antitrust Improvements Act of 1976
INN	International NonProprietary Name
IPR	Inter Partes review
IPR&D	In-process research and development
IRS	U.S. Internal Revenue Service
IRS Ruling	The private letter ruling issued by the IRS to Pfizer with respect to the Combination, dated as of March 17, 2020
IT	Information technology
JANZ segment	Viatris' business segment that includes our operations primarily in the following markets: Japan, Australia and New Zealand
LAMA	Long-acting muscarinic antagonist
Legacy Mylan Inc. Notes	The senior unsecured notes previously issued by Mylan Inc. and guaranteed by Mylan
Legacy Mylan Notes	The Legacy Mylan Inc. Notes, together with the Legacy Mylan N.V. Notes
Legacy Mylan N.V. Notes	The senior unsecured notes previously issued by Mylan and guaranteed by Mylan Inc.
LIBOR	London Interbank Offered Rate
LOE	Loss of exclusivity
maximum leverage ratio	Under our Revolving Credit Facilty, the maximum consolidated leverage ratio financial covenant requiring maintenance of a maximum ratio of consolidated total indebtedness as of the end of any quarter to consolidated EBITDA for the trailing four quarters as defined in the related credit agreement
MDL	Multidistrict litigation
Momenta	Momenta Pharmaceuticals, Inc.
MPI	Mylan Pharmaceutical Inc.
Mylan	Mylan N.V. and its subsidiaries
Mylan II	Mylan II, B.V.; a company incorporated under the laws of the Netherlands and an indirect wholly owned subsidiary of Viatris, in which legacy Mylan merged with and into
Mylan Securitization	Mylan Securitization LLC
Mylan Supplemental Indentures	Supplemental indentures enteredin to by Viatris, Utah Acquisition Sub, Mylan II and Mylan Inc. on November 16, 2020 to assume and provide full and uncondtioanl guarantees of the Legacy Mylan Notes
NASDAQ	The NASDAQ Stock Market

NDA	New drug application
NHI	National Health Insurance of Japan
NHS	Nation Health Services
NOLs	Net Operating Losses
Note Securitization Facility	The note securitization facility entered into in August 2020 for borrowings up to $200 million
Novartis	Novartis AG
OIG-HHS	Office of Inspector General of the Department of Health and Human Services
OTC	Over-the-counter
PBM	Pharmacy benefit managers
PCAOB	Public Company Accounting Oversight Board
Pfizer	Pfizer Inc.
Pfizer Distribution Payments	Payments made by Pfizer using the proceeds of the $12 billion cash distribution to (a) repurchase Pfizer common stock, (b) make pro rata special cash distributions to its stockholders and/or (c) repay or repurchase debt (including principal, interest and associated premiums and fees) held by third party lenders
PPACA	Patient Protection and Affordable Care Act
PSUs	Performance awards
PTAB	U.S. Patent Trial and Appeal Board
QCE	Quality consistency evaluation
R&D	Research and development
Receivables Facility	The $400 million accounts receivable entered into in August 2020 and expiring in April 2022
Respiratory delivery platform	Pfizer’s proprietary dry powder inhaler delivery platform
Restoration Plan	The Company’s 401(k) Restoration Plan
Revance	Revance Therapeutics, Inc.
Revance Collaboration Agreement	A collaboration agreement in which the Company and Revance will collaborate exclusively, on a world-wide basis (excluding Japan), to develop, manufacture and commercialize a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX®
RICO	Racketeer Influenced and Corrupt Organizations Act
ROU asset	Right-of-use asset
RSUs	The Company's unvested restricted stock unit awards
Sanofi	Sanofi-Aventis U.S., LLC
SARs	Stock Appreciation Rights
SDA	Separation and Distribution Agreement between Viatris and Pfizer, dated as of July 29, 2019, as amended from time to time
SDNY	U.S. District Court for the Southern District of New York
SEC	U.S. Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended
Separation	Pfizer's transfer to Upjohn of substantially all the assets and liabilities comprising the Upjohn Business
SG&A	Selling, general and administrative expenses
SOFR	Secured overnight financial rate
Strides Arcolab	Strides Arcolab Limited
Tax Act	December 2017 U.S. Tax Cuts and Jobs Act

Tax Matters Agreement	The agreement entered into by Pfizer and Viatris in connection with the Separation and the Distribution that governs the parties' respective rights, responsibilities and obligations with respect to taxes, including taxes arising in the ordinary course of business and taxes, if any, incurred as a result of any failure of the Distribution or certain related transactions to qualify as tax-free transactions
Tax Opinion	The tax opinion issued by Pfizer's tax counsel, David Polk & Wardwell LLP, with respect to the Combination
Term Loan Agreement	A $600 million delayed draw term loan agreement Viatris entered into in June 2020
2016 Term Facility	Term credit facility entered into on November 22, 2016 among Mylan N.V., as borrower, Mylan Inc., as a guarantor, certain lenders and Goldman Sachs Bank USA, as administrative agent
Teva	Teva Pharmaceutical Industries Ltd.
Theravance Biopharma	Theravance Biopharma, Inc.
TSA	Transition service agreements
U.K.	United Kingdom
U.S.	United States
U.S. GAAP	Accounting principles generally accepted in the U.S.
Upjohn	Upjohn Inc., a wholly owned subsidiary of Pfizer prior to the Distribution, that combined with Mylan and was renamed Viatris Inc.
Upjohn Business	Pfizer's off-patent branded and generic established medicines business that, in connection with the Combination, was separated from Pfizer and combined with Mylan to form Viatris
Upjohn Euro Notes	Senior unsecured notes denominated in euros and issued by Upjohn Finance B.V. pursuant to an indenture dated June 23, 2020
Upjohn Senior Notes	The Upjohn U.S. Dollar Notes together with the Upjohn Euro Notes
Upjohn U.S. Dollar Notes	Senior unsecured notes denominated in U.S. dollars and issued by Upjohn Inc. pursuant to an indenture dated June 22, 2020
URP	Universal reimbursement pricing
Utah Acquisition Sub	Utah Acquisition Sub Inc., a Delaware corporation and an indirect wholly owned subsidiary of Viatris
VA	Department of Veterans Affairs
VBP	Volume-based procurement
Viatris	Viatris Inc., formerly known as Upjohn Inc. prior to the completion of the Combination
Viatris Board	The board of directors of Viatris Inc.
Viatris Bylaws	The amended and restated bylaws of Viatris Inc.
Viatris Charter	Amended and restated certificate of incorporation of Viatris Inc.
Viatris Supplemental Indentures	Supplemental indentures entered into by Viatris, Upjohn Finance B.V., Utah Acquisition Sub, Mylan II, and Mylan Inc. on November 16, 2020, to provide for full and unconditional guarantees of the Upjohn Senior Notes by Utah Acquisition Sub, Mylan II and Mylan Inc.

PART I

ITEM 1. Business

About Viatris

Viatris is a global healthcare company formed in November 2020 through the combination of Mylan and the Upjohn Business whose mission is to empower people worldwide to live healthier at every stage of life. By integrating the strengths of these two businesses, including our global workforce of approximately 45,000 employees and contractors, Viatris aims to deliver increased access to affordable, quality medicines for patients worldwide regardless of geography or circumstance. Viatris brings together industry leading commercial, R&D, regulatory, manufacturing, legal and medical expertise complemented by a strong commitment to quality and unparalleled geographic footprint to deliver high-quality medicines to patients in more than 165 countries and territories. Viatris' portfolio comprises more than 1,400 approved molecules across a wide range of key therapeutic areas, including globally recognized iconic and key brands, generic, complex generic and biosimilars. Viatris operates approximately 50 manufacturing sites worldwide that produce oral solid doses, injectables, complex dosage forms and APIs. Viatris is headquartered in the U.S., with global centers in Pittsburgh, Pennsylvania, Shanghai, China and Hyderabad, India.

On November 16, 2020, Viatris, formerly known as Upjohn, Mylan and Pfizer consummated the combination of Mylan with the Upjohn Business through a Reverse Morris Trust transaction. In accordance with the terms and conditions of the BCA and SDA, (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 (3) immediately following the Distribution, Viatris and Mylan engaged in a strategic business combination transaction (the "Combination" or the "Upjohn 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 Combination, on November 16, 2020, Mylan merged with and into Mylan II B.V., a company incorporated under the laws of the Netherlands and an indirect wholly owned subsidiary of Viatris, pursuant to and in accordance with the BCA. As a result of such merger, Mylan ceased to exist as a separate legal entity. In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and all historical financial information of the Company prior to November 16, 2020 represents Mylan's historical results and the Company's thereafter.

Prior to the Separation, the legacy Upjohn Business historically received support services from Pfizer. In connection with the Separation and Combination, Viatris entered into several agreements with Pfizer or its subsidiaries, including among others, transition services and the manufacturing and supply agreements, which in general provide for the performance of certain services or obligations by each of Pfizer and Viatris for the benefit of each other for initial transitional periods following the Combination. Following the transitional periods or upon Viatris' exit of the services prior to expiry of such periods, Viatris will need to absorb, replicate or outsource from other providers certain facilities, systems, infrastructure, and personnel to which it no longer has access under the transitional agreements. For additional information, see "Risk Factors – *Viatris could incur operational difficulties or losses if we are unable to obtain the same types and level of services and resources that historically have been provided to the legacy Upjohn Business by Pfizer, if Pfizer is unable to perform under the agreements entered into as part of the Combination or if we are required to make payments to Pfizer pursuant to indemnities agreed to as part of the Combination.*"

Unless otherwise indicated, industry data included in this Item 1 are sourced from IQVIA Holdings Inc. and are for the twelve months ended November 2020. Viatris product and other company data included in this Item 1 are from internal sources and are as of November 30, 2020 and do not reflect the impact of the global restructuring program.

Organization

Upjohn was incorporated in Delaware on February 14, 2019 as a wholly-owned subsidiary of Pfizer to operate the Upjohn Business. Effective as of November 16, 2020, Upjohn changed its name to "Viatris Inc." and became the parent entity of the combined Upjohn Business and Mylan business.

The Upjohn Business was a global, primarily off-patent branded and generic established medicines business, which included 20 primarily off-patent solid oral dose legacy brands, such as Lyrica®, Lipitor®, Celebrex® and Viagra®.

Mylan was founded in 1961 as a privately-owned company and grew over time into one of the largest manufacturers of generic drugs in the U.S. Mylan became a publicly traded company in 1973. Mylan's strategy then led to many acquisitions which have played a significant role in the evolution of the company, including Matrix Laboratories Limited (2007); Merck KGaA's generic and specialty pharmaceutical business (2007); the EPD Business (2015) and Meda AB (publ.) (2016). These acquisitions assisted in creating robust research, manufacturing, supply chain and commercial platforms on a global scale; substantially expanding its portfolio of medicines; diversifying by geography, product type and channel; maintaining its commitment to quality; and cultivating its global workforce.

Since the consummation of the Combination, the Viatris management team has been focused on ensuring that the Company is optimally structured and efficiently resourced to deliver sustainable value to patients, shareholders, customers and other stakeholders. This includes embarking on our previously disclosed significant global restructuring program, additional details were announced on December 11, 2020 and February 25, 2020.

Business Model and Operations

At Viatris, we see healthcare not as it is, but as it should be. We act courageously and are uniquely positioned to be a source of stability in a world of evolving healthcare needs. Viatris empowers people worldwide to live healthier at every stage of life. We do so via:

ACCESS

Providing high-quality, trusted medicines, regardless of geography or circumstance. We are committed to improving access to high-quality medicines while working to ensure a reliable supply so patients can get the treatments they need, when and where they need them. Our global portfolio, supported by our science, medical and manufacturing expertise, delivers global iconic and key brands, complex generics, biosimilars, and generics.

LEADERSHIP

Advancing sustainable operations and innovative solutions to improve patient health. Viatris is committed to providing steady leadership in a world that is constantly evolving. We take that commitment seriously and know that advancing sustainable operations and innovative solutions to improve patient health requires strong global leadership. We know what it takes to reach more patients with more products, and believe that Viatris is uniquely positioned to make a difference through our:

- **Powerful global operating platform**, which combines what we believe to be best-in-class manufacturing and supply chain capabilities. We have more than 50 manufacturing facilities producing oral solid doses, injectables, complex dosage forms and APIs in 15 countries on five different continents, which mitigates risk of disruption in any given part of the world. Through our commitment to advancing sustainable operations, we work to systematically and diligently minimize our environmental footprint across the Viatris network. Our integrated, comprehensive approach focuses on managing our water, air emissions, waste, climate change and energy impact.

- **Robust global technical resources**, including more than 2,500 scientists, more than 1,000 regulatory experts and more than 600 medical and product safety professionals working around the world on innovative therapies and solutions for patients everywhere.

- **Strong global commercial team**, including more than 13,000 sales team members and more than 1,100 marketing professionals whose goal is to ensure that products are shipped globally to more than 60,000 customers.

- **Diverse and differentiated global portfolio** includes products in more than 10 major therapeutic areas, including both infectious diseases and non-communicable diseases and medicines that treat 9 out of 10 of the World Health Organization's leading causes of death. We are a leading supplier of medicines to the HIV/AIDS community around the world, with a legacy of providing access to high quality and affordable ARVs in more than 100 countries. We also are a leading provider of biosimilars globally, with regulatory approvals for biosimilars in more than 85 countries in the areas of oncology, immunology, endocrinology, ophthalmology and dermatology.

We believe that Viatris' global leadership in all of these areas uniquely positions us to efficiently and effectively serve patients regardless of geography or circumstance. Together, with our commitment to provide access to a sustainable, affordable, and diverse portfolio of high-quality medicines and our goal to be a Partner of Choice™ for companies big and small, Viatris works to improve access and meet evolving healthcare needs around the world.

PARTNERSHIP

We have a strong history of partnering with other pharmaceutical companies, nonprofit organizations, government agencies, policymakers, trade associations and alliances, industry researchers and patient advocacy groups. In fact, in 2019, we collaborated with more than 60 associations worldwide on global public health issues. Our key collaborations focus on access to medicine; public awareness and disease screening; and healthcare provider education and support.

Collaboration and Licensing Agreements

We periodically enter into commercial collaboration and licensing agreements with other pharmaceutical companies for the development, manufacture, marketing and/or sale of pharmaceutical products. Doing so helps us share risks and costs, leverage strengths and scale up commercialization. The result often is that medicines become available sooner and to a significantly larger group of patients.

Our significant collaboration agreements are primarily focused on the development, manufacturing, supply and commercialization of multiple, high-value generic biosimilar compounds, insulin analog products and respiratory products, among other complex products. Refer to Note 18 Collaboration and Licensing Agreements included in Part II. Item 8 of this Form 10-K for more information.

Global Healthcare Gateway™

As the world's healthcare needs evolve, our Global Healthcare Gateway™ offers partners ready access to expanded markets through an innovative global infrastructure that connects people around the world to the high quality medicines and services they need. Powered by our best-in-class manufacturing, scientific and legal expertise and proven commercial capabilities with unparalleled reach, the Global Healthcare Gateway™ paves the way for Viatris to be the Partner of Choice™ for those looking to expand access to their assets, empowering more people worldwide to live healthier at every stage of life.

Operations

We have developed end-to-end experience across the total product life cycle, which includes global regulatory licensing, launch, growth and post-approval lifecycle management. Our research, development and medical platform seeks to maximize the impact of our existing product portfolio by examining whether there is an opportunity for new indications, label extensions, product formulations, and market registrations for our products. We also use our platform to determine whether there is an opportunity to integrate new products into our portfolio.

The manufacturing of APIs and finished dosage forms is performed by a combination of internal and external manufacturing operations, with much of our manufacturing being vertically integrated; this means we produce many of our own APIs and finished dosage forms. Occasionally, however, resources we need are available from only a single supplier. Like many pharmaceutical companies, we supplement our production footprint through arrangements with other manufacturers.

The Company's significant manufacturing, warehousing and distribution activities are located primarily in the U.S., Puerto Rico, Singapore, certain E.U. countries, including Ireland, India, Japan and China. In addition, we maintain administrative facilities around the world. While many of these key facilities are owned, Viatris also leases certain facilities from third parties.

We believe all our facilities are in good operating condition, the machinery and equipment are well-maintained, the facilities are suitable for their intended purposes and they have capacities adequate for the current operations.

Facilities and records related to our products are subject to periodic inspection by the FDA, the EMA and other regulatory authorities in jurisdictions where our products are marketed. In addition, authorities often conduct pre-approval plant inspections to determine whether our systems and processes comply with current GMP and other regulations, and clinical-trial reviews to evaluate regulatory compliance and data integrity. Our suppliers, contract manufacturers, clinical trial partners and other business partners are subject to similar regulations and periodic inspections. The Company remains committed to maintaining the highest quality manufacturing standards at its facilities around the world and to continuous assessment and improvement in a time of evolving industry dynamics and regulatory expectations.

We are committed to environmentally responsible conduct and have policies and procedures to support our work to systematically and diligently minimize our environmental footprint. Our integrated, comprehensive approach focuses on managing our water, air emissions, waste, climate change and energy impact. While it is impossible to predict accurately the future costs associated with environmental compliance and potential remediation activities, compliance with environmental laws is not expected to require significant capital expenditures and has not had, and is not expected to have, a material adverse effect on our operations or competitive position.

Customers and Marketing

Numbering more than 60,000, our customers include retail and pharmacy establishments, wholesalers and distributors, payers, insurers and governments, and institutions such as hospitals; among others. See "Channel Types" below for more information about our customers.

The table below displays the percentage of consolidated net sales to our largest customers during the years ended December 31, 2020, 2019 and 2018.

	Percentage of Consolidated Net Sales		
	2020	2019	2018
McKesson Corporation	13 %	15 %	12 %
AmerisourceBergen Corporation	10 %	9 %	8 %
Cardinal Health, Inc.	8 %	8 %	8 %

As a result of the Combination, we estimate that the percentages to our significant customers could change in future periods.

We serve our customers through a team of approximately 14,000 sales and marketing professionals, all of whom are focused on establishing Viatris as our customers' partner of choice. To best meet customers' needs, the Company manages its business on a geographic basis.

In addition to being dynamic, the pharmaceutical industry is complex. How it functions, how it is regulated and how it provides patients access varies by location. Similarly, competition is affected by many factors. Examples of factors include innovation and development, timely approval of prescription drugs by health authorities, manufacturing capabilities, product quality, marketing effectiveness, portfolio size, customer service, consumer acceptance, product price, political stability and the availability of funding for healthcare.

Certain parts of our business also are affected by seasonality, e.g., due to the timing and severity of peak cough, cold and flu incidence, which can cause variability in sales trends for some of our products. While seasonality may affect quarterly comparisons within a fiscal year; it generally is not material to our annual consolidated results.

For these and other reasons, the Company's sales and marketing efforts vary accordingly by product, market and channel type, each of which is described below.

See the *Application of Critical Accounting Policies* section in Part II. Item 7 of this Form 10-K for more information related to customer arrangements.

Products

From cardiovascular health to oncology, Viatris offers quality treatment options across more than 10 major therapeutic areas covering a wide variety of noncommunicable and infectious diseases. We also offer support services such as diagnostic clinics, educational seminars and digital tools to help patients better manage their health. We offer a broad and diverse range of treatment options across all our therapeutic areas, with many categories containing several products in a range of dosage forms, formulations and delivery systems that allow physicians to tailor care for optimal treatment.

Viatris markets prescription brand drugs, generic drugs, complex generics, biosimilars and APIs.

Brand drugs typically are prescription pharmaceuticals that are sufficiently novel as to be protected by patents or other forms of exclusivity. As such, these drugs, which bear trade names, may be produced and sold only by those owning the rights, subject to certain challenges that other companies may make. Developing new medicines can take years and significant investment. Only a few promising therapies ever enter clinical trials. Fewer still are approved for sale by health authorities, at which point marketing to healthcare providers and consumers begins. Because patents and exclusivities last many years, they serve as an incentive to developers. During the periods protected, developers often recoup their investments and earn a profit. In many high-income countries, the brand business often is characterized by higher margins on lower volumes - especially as compared with generic manufacturers. Viatris has numerous branded drugs, including iconic brands as well as several global key brands to help patients manage their health. Brand drugs include branded generics which are off-patent products that are sold under an approved proprietary name for marketing purposes. Brand products often become branded generics once patent protections or other forms of exclusivity expire. Branded generic products are common in many countries outside the U.S., including emerging markets. Brand product and branded generic products are more sensitive to promotion than are unbranded generic products. They therefore represent the primary focus of most of our sales representatives and product-level marketing activity. Our OTC products, which are sold directly to consumers without a prescription and without reimbursement, are generally sold under a brand name

Generic drugs are therapeutically equivalent versions of brand drugs. Generics generally become available once the patents and other exclusivities on their branded counterparts expire. The generics business is generally characterized by lower margins on higher volumes of a relatively large number of products. Our generic medicines, which include complex and branded generics, work in the same way and provide the same clinical benefits as their as their brand-name counterparts and may cost less, providing patients and the healthcare system important savings and medicine options which we believe are essential to making healthcare accessible. The manufacturing of generic medicines is held to the same standards of GMP by health authorities as the manufacturing of branded medicines. National health authorities inspect our facilities around the world to ensure that generic manufacturing, packaging and testing sites pass the same quality standards as those of brand drugs. Gx products typically are sold under their INNs. INNs facilitate the identification of pharmaceutical substances or APIs. Each INN is unique and globally recognized. A nonproprietary name also is known as a generic name.

Complex generic drugs are generic medicines that could have a complex active ingredient, complex formulation, complex route of delivery or complex drug device combinations. Viatris offers a number of these important medicines to patients, including our Wixela® Inhub®, the first generic of ADVAIR DISKUS® and glatiramer acetate injection, a generic version of Copaxone®, for example.

Biosimilars are approved by regulatory authorities as highly similar to the originally approved brand version with no clinically meaningful differences in safety or efficacy. Biosimilar versions are increasingly available as therapeutic alternatives for patients facing many serious diseases, including diabetes, autoimmune disorders and multiple cancers. We offer one of the industry's largest and most diverse global biosimilars franchises with approximately 150 marketing authorizations in over 85 countries focused on the areas of oncology, immunology, endocrinology, ophthalmology and dermatology. These vital products can help increase access for current and future patients while supporting the sustainability of healthcare systems, and we continue to invest in bringing more to market, as we believe more than two-thirds of the products we will launch in the coming years will be either complex generics or biosimilars. Biosimilars often are marketed under a brand-name. Viatris offers one of the industry's largest and most diverse global biosimilars franchises, including Fulphila®, Ogivri®, and Hulio™.

APIs are responsible for the therapeutic effects of medicines. We are one of the world's largest producers of APIs, providing them to customers in more than 100 countries. We are the leading producer of API used in generic antiretrovirals, which treat HIV/AIDS. We also produce API for products in the following areas: antibacterial; central nervous system agents; antihistamines/antiasthmatics; cardiovascular, antivirals; antidiabetics; antifungals; and proton pump inhibitors. Our API is sold through a dedicated sales and marketing team primarily to pharmaceutical companies throughout the world.

Viatris invests significant sums in R&D and in manufacturing capacity. We also often incur substantial litigation expense as a result of defending or challenging brand patents or exclusivities.

Market Types

Viatris focuses its sales and marketing efforts on the people who make key decisions around pharmaceutical prescribing, dispensing or buying. Decision-makers vary by country or region, reflecting law and custom, giving rise to different types of pharmaceutical markets. Many countries feature a mix of or hybrids of various market types, though the Company may focus on just one type.

In *prescription* markets, physicians decide which medicines patients will take. Pharmacies then dispense the products as directed. Drug companies employ sales forces to educate doctors about the clinical benefits of their products. Representatives call on individual doctors or group practices; the process is known as detailing. Examples of countries served by Viatris that are mainly prescription markets are U.S. brand business, Japan, China, Russia, Turkey, Poland and Mexico.

In *substitution* markets, pharmacists generally are authorized (and in some cases required) by law to dispense an unbranded or branded generic, if available, in place of a brand-name medicine, or vice versa. Drug companies may use sales forces in these markets too, with representatives calling on and educating pharmacy personnel about their organization and products. Examples of countries served by Viatris that are mainly substitution markets are France, Italy, Spain, Portugal and Australia.

In *tender* markets, payers, such as governments or insurance companies, negotiate the lowest price for a drug (or group of drugs) on behalf of their constituents or members. In exchange, the chosen supplier's product is placed on the payer's formulary, or list of covered prescriptions. Often, a supplier's drug is the only one available in an entire class of drugs. Large sales forces are not needed to reach these decision-makers. Examples of generic markets served by Viatris that are mainly tender markets are New Zealand, Sweden and South Africa.

In *distribution* markets, retailers and wholesalers make drug-purchasing decisions. Large sales forces are not needed to reach the decision-makers representing these organizations. Note, however, that pharmacists operating in distribution markets also may be authorized to make substitution decisions when dispensing medicines. Examples of countries served by Viatris that are mainly distribution markets are the U.S. generics business, the U.K. and Norway.

The allocation of our sales and marketing resources reflects the characteristics of these different market types.

In the case of OTC products, consumers are the decision-makers. OTC products are commonly sold via retail channels, such as pharmacies, drugstores and supermarkets. This makes their sale and marketing comparable to other retail businesses, with broad advertising and trade-channel promotion. Consumers often are loyal to well-known OTC brands. For this reason, suppliers of OTC products, Viatris included, must invest the time and resources needed to build strong OTC brand names.

Channel Types

Viatris' products make their way to patients through a variety of intermediaries, or channels.

Pharmaceutical wholesalers/distributors purchase prescription medicines and other medical products directly from manufacturers for storage in warehouses and distribution centers. The distributors then fill orders placed by healthcare providers and other authorized buyers.

Pharmaceutical retailers purchase products directly from manufacturers or wholesalers/distributors. They then sell them to consumers in relatively small quantities for personal use.

Institutional pharmacies address the unique needs of hospitals, nursing homes and other such venues. Among the services provided are specialized packaging, including for injectables and unit-dose products, for controlled administration.

Mail-order and e-commerce pharmacies receive prescriptions by mail, fax, phone or the internet at a central location; process them in large, mostly automated centers; and mail the drugs to the consumer.

Specialty pharmacies focus on managing the handling and service requirements associated with high-cost and more-complex drug therapies, such as those used to treat patients with rare or serious diseases.

Business Segments

Viatris reports segment information on the basis of markets and geography. In conjunction with the formation of Viatris, the Company has changed its reportable segments, from North America, Europe, and Rest of World, to Developed Markets, Greater China, JANZ, and Emerging Markets. This approach reflects the Company's focus on bringing its broad and diversified portfolio of branded, complex generics, and generic products to people in markets everywhere. Our Developed Markets segment comprises our operations primarily in North America and Europe. Our Greater China segment includes our operations in China, Taiwan and Hong Kong. Our JANZ segment reflects our operations in Japan, Australia and New Zealand. Our Emerging Markets segment encompasses our operations in countries with developing markets and emerging economies including countries in Asia, the Middle East, South and Central America, Africa and Eastern Europe, and also includes the Company's ARV franchise.

Developed Markets

The Developed Markets segment comprises our operations primarily in North America and Europe. The Company's business in North America is driven mainly by our operations in the U.S., where we are one of the largest providers of prescription medicines. The U.S. pharmaceutical industry is very competitive, and the primary means of competition are innovation and development, timely FDA approval, manufacturing capabilities, product quality, marketing, portfolio size, customer service, reputation and price. We rely on cost-effective manufacturing processes to meet the rapidly changing needs of our customers around a reliable, high quality supply of generic pharmaceutical products. Europe, where many governments provide healthcare at a low direct cost to consumers and regulate pharmaceutical prices or patient reimbursement levels, continues to be a highly competitive market, especially in terms of pricing, quality standards, service levels and product portfolio. Our leadership position in a number of countries provides us a platform to fulfill the needs of patients, physicians, pharmacies, customers and payors.

Significant products sold by the Developed Markets segment include Lyrica®, Lipitor®, Creon®, Influvac®, Wixela™ Inhub™, and the EpiPen® Auto-Injector.

New product launches are an important growth driver. Important recent launches include Dimethyl Fumarate, Mesalamine extended release capsule, Trastuzumab injection, and Fludrocortisone.

While our U.S. customer base is extensive, it increasingly comprises a small number of very large firms as the pharmaceutical industry continues to undergo tremendous change and consolidation. Viatris is well positioned to serve such customers - in the U.S. and elsewhere - due to the scale we have built in terms of R&D, API and finished-dosage-form manufacturing, and portfolio breadth.

Greater China

The Greater China segment now includes our operations in mainland China, Taiwan and Hong Kong. Since the closing of the Combination, the Viatris Greater China portfolio is predominantly branded LOE products. Our products compete in both the hospital segment, where reimbursement is primarily funded by the government, and the retail pharmacy channel, which is mainly self-pay.

In China, the recent healthcare reform measures are aimed at controlling the overall healthcare costs, while providing better and broader care to the population. Healthcare spending is expected to increase in-line with GDP growth. The VBP policy for LOE molecules is now in its third year and includes more than 150 molecules. All major Viatris brands are already included in the VBP molecule lists. We have re-balanced our business to expand our focus on the retail pharmacy and e-commerce channels while maintaining our focus on the hospital channel. Healthcare consumerism, increased spending power, and demand for premium medical products have generated strong growth in these new channels and partially absorbed the reductions seen in hospital channel due to VBP. The URP policy will cap reimbursement of molecules at their VBP tender winning price, is expected to start in during 2021. URP will create additional pricing and volume pressure for pharmaceutical products that are subject to the program and is expected to negatively impact our results of operations. For additional information, see "Risk Factors - *We have and may continue to experience pressure on the pricing of and reimbursements for certain of our products due to pricing controls, social or government pressure to lower the cost of drugs, and consolidation across the supply chain.*"

Significant products within the Greater China segment include Lipitor®, Norvasc®, and Viagra®.

JANZ

The JANZ segment consists of our operations in Japan, Australia and New Zealand. In Japan, the NHI regulates the pricing of pharmaceutical products to healthcare providers in the retail market. The Company sells products in Japan primarily through a network of wholesalers who then sell the products to doctors, hospitals and pharmacies. In Australia, the healthcare system is a mix of public and private healthcare sectors, with Medicare, Australia's public healthcare system, covering most of the country's medical costs. The Department of Health oversees healthcare governance, law, and policy while the various state and territory governments administer the system. Most prescription pharmaceutical products are subsidized under the pharmaceutical benefits scheme by the federal government. Pricing of reimbursed pharmaceutical products is regulated by the government and funded via the Medicare levy and through company and patient contributions. The Company sells products primarily through the wholesale system.

Significant products within the JANZ segment include AMITIZA®, Lipacreon®, Lyrica®, Norvasc®, and Effexor®. New product launches are an important growth driver. Important recent launches include Trastuzumab injection.

Emerging Markets

The Emerging Markets segment encompasses our operations in 82 countries with developing markets and emerging economies including countries in Asia, the Middle East, South and Central America, Africa and Eastern Europe. The Emerging Markets segment also includes the Company's anti-retroviral franchise. Many countries in this segment are brand-focused, and generic penetration is low. Among our products sold in the segment are Lipitor®, Lyrica®, Norvasc®, Celebrex®, and anti-retrovirals.

New product launches are an important growth driver. New products sold in the Emerging Markets segment in 2020 includes Remdesivir.

Refer to Note 15 Segment Information included in Part II. Item 8 of this Form 10-K for more information about our segments.

Government Regulation

Regulation by governmental authorities is a significant factor in the R&D, manufacture, marketing, sales and distribution of pharmaceuticals. Human therapeutic products are subject to rigorous preclinical and clinical testing to gather data to support approval, which requires extensive data and information; manufacturing is conducted under exacting conditions governed by extensive regulation; and post-approval activities, such as advertising and promotion and pharmacovigilance, are subject to extensive regulation.

The lengthy process of developing products and obtaining required approvals and the continuing need for post-approval compliance with applicable statutes and regulations require the expenditure of substantial resources. Regulatory approval, if and when obtained, may be limited in scope. Further, approved drugs, as well as their manufacturers, are subject to ongoing post-marketing review and inspection, which can lead to the discovery of previously unknown problems with products or the manufacturing or quality control procedures used in their production, which may result in restrictions on their manufacture, sale or use or in their withdrawal from the market.

Any failure or delay by us, our suppliers of manufactured drug product, collaborators or licensees, in obtaining regulatory approvals could adversely affect the marketing of our products and our ability to receive product revenue, license revenue or profit-sharing payments.

Other Regulatory Requirements

Our business is subject to a wide range of various other federal, state, non-governmental, and local agency rules and regulations. They focus on fraud and corruption, pricing and reimbursement, data privacy, and the environment, among many other considerations. For more information about certain of these regulations and the associated risks we face, see Part I. Item 1A. "Risk Factors" of this Form 10-K.

Research and Development

Our R&D organization, which includes researchers and regulatory and clinical experts, numbers more than 2,000 people who work collaboratively across our 12 different R&D centers around the world, including 10 technology-focused development sites and 2 global R&D centers.

Our research, development and medical platform seeks to deliver new product opportunities (brand, complex generic, biosimilar and generic) across all of our markets and to develop new expanded opportunities for products in our existing portfolio. Our product pipeline includes a variety of dosage forms. While committed to generics and specialty products, over the last several years, a greater portion of our investments has been focused on complex or difficult-to-formulate products, such as biosimilars, than on commodity products, such as conventional oral solid dosage forms.

Collectively, the investments in all our research efforts represent more than 2,000 products under development or pending approval around the world.

Intellectual Property

We consider the protection of our intellectual property rights to be extremely valuable, and we act to protect them from infringement by third parties.

We have an extensive trademark portfolio and routinely apply to register key brand-name, generic, branded generic, biosimilar and OTC trade names in numerous countries around the world. Our registered trademarks are renewable indefinitely, and these registrations are properly maintained in accordance with the laws of the countries in which they are registered.

We also have an extensive patent portfolio and actively file for patent protection in various countries to protect our brand-name, generic, branded generic, biosimilar and OTC products, including processes for making and using them. We have more than 5,200 patents filed globally. For additional information, see Part I. Item 1A "Risk Factors - *We rely on the effectiveness of our patents, confidentiality agreements and other measures to protect our intellectual property rights*" of this Form 10-K.

Further, we have well-established safeguards in place to protect our proprietary know-how and trade secrets, both of which we consider extremely valuable to our intellectual property portfolio.

We look for intellectual property licensing opportunities to or from third parties, related not only to our existing products, but as a means for expanding our product portfolio.

We rely on the aforementioned types of intellectual property, as well as our copyrights, trade dress, regulatory exclusivities and contractual protections, to establish a broad scope of intellectual property rights for our product portfolio.

Human Capital

We work to advance responsible and sustainable operations and leverage our collective expertise and perspectives to empower people to live healthier at every stage of life, recognizing that our actions affect the stakeholders and communities we serve.

Our passionate and talented workforce is fundamental in bringing Viatris' mission to life. Together, we are creating a performance-driven, highly engaging and inclusive culture with colleagues united by a shared purpose, a dedication to excellence and a mutual respect for one another that enables us to fully realize the potential of this new enterprise.

Talent, training and development

The careers of our colleagues make a difference in the lives of patients around the world, and we want those careers to make a difference in their own lives as well. We provide tools and resources to help colleagues reach new heights. We are committed to cultivating and acquiring talent, developing capabilities and driving performance. We are systematically reviewing and developing structures, programs and processes to support colleagues' professional development and ensure that Viatris contains the appropriate competencies to support our mission.

Diversity and inclusion

Diversity and inclusion, including understanding and embracing what makes individuals unique, are essential to Viatris' mission. The diversity we foster in all aspects of our business can be one of our greatest strengths in redefining healthcare not as it is, but as it should be.

Viatris strives to create a positive, productive work environment where integrity, dignity and mutual respect for all are valued. We are an equal opportunity employer and discrimination and harassment are strictly prohibited. Together, we are building a highly inclusive organization and our goal is to provide a safe, supportive community where employees feel they belong and can use their unique experiences, perspectives and skills to make a difference in the lives of others.

As a new company spanning nearly every corner of the world, we are energized by the diversity of our workforce. We are bringing together colleagues and allies with common interests and diverse experiences in voluntary networks called employee resource groups.

Employee wellbeing and safety

Viatris is committed to providing a safe and healthy workplace for our employees, contractors and visitors. In addressing the COVID-19 pandemic and helping meet urgent global health needs, tens of thousands of dedicated Viatris employees across the world worked to help ensure a stable supply of much needed treatments.

Because protecting the health and safety of our workforce remains paramount, we continue to align with government directives and the advice of relevant international, national and local health authorities at every Viatris facility around the world. Many of our colleagues are working in manufacturing facilities, where we have taken extra precautions to protect our site personnel and operations, including implementing social distancing measures, daily health assessments and split shifts where feasible. Others have traded their desks for kitchen tables and are juggling disrupted family schedules as well as work, like so many, during this time. We offer a wide range of benefits and programs that are locally customized to meet the unique needs of employees, and regularly offer advice and support to employees working from home.

Approach to restructuring

Viatris has commenced a global restructuring program intended to ensure that the organization is optimally structured and efficiently resourced to deliver sustainable value to patients, shareholders, customers, and other stakeholders. Any workforce actions taken as part of this restructuring program will be implemented in a way that is consistent with the company's strong commitment to treating employees fairly and with respect.

Exchange Act Reports

Viatris maintains a website at Viatris.com where you can find certain reports and associated amendments that the Company files with the SEC in accordance with the Exchange Act. These filings will include our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to those reports.

We make this information available on our website free of charge, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The contents of our website are not incorporated by reference in this Annual Report on Form 10-K and shall not be deemed "filed" under the Exchange Act.

The SEC also maintains a website (www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

ITEM 1A. Risk Factors

We operate in a complex and rapidly changing environment that involves risks, many of which are beyond our control. Our business, financial condition, results of operations, cash flows, ability to pay dividends, and/or stock price could be materially affected by any of these risks, if they occur, or by other factors not currently known to us, or not currently considered to be material. These risk factors should be read in conjunction with the other information in this Form 10-K, as well as our other filings with the SEC.

Our risk factors are organized into six categories: Combination, Strategic, Operational, Compliance, Finance and General.

Summary

Below is a summary of some of the more significant risks and uncertainties we face. This summary is not exhaustive and is qualified by reference to the full set of risk factors set forth in Part I, Item 1A.

- Combination Risks

- The integration of the Upjohn Business with Mylan following the Combination, as well as our global restructuring program, may present significant challenges.
- Viatris may not realize the anticipated benefits from the Combination or its global restructuring program.
- Viatris could incur operational difficulties or losses if Pfizer is unable to perform under the agreements entered into as part of the Combination, if we are unable to obtain the same types and level of services and resources that historically have been provided to the legacy Upjohn Business by Pfizer, or if we are required to make payments to Pfizer pursuant to indemnities agreed to as part of the Combination.

- Strategic Risks
  - Our strategic initiatives, including our strategic alliances, may not achieve all intended benefits.
  - We have and may continue to experience pressure on the pricing of and reimbursements for certain of our products due to pricing controls, social or government pressure to lower the cost of drugs, and consolidation across the supply chain.
  - We have significant operations globally, which exposes us to the risks inherent in conducting our business internationally.
  - Charges to earnings resulting from acquisitions could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.
- Operational Risks
  - Public health outbreaks, epidemics and pandemics, including the COVID-19 pandemic, have had and could continue to have a material adverse effect on our business, financial condition, results of operations, cash flows and/or stock price and may impact our ability to pay dividends.
  - Current and changing economic conditions may adversely affect our industry, business, partners and suppliers.
  - The pharmaceutical industry is heavily regulated, and we face significant costs and uncertainties associated with our efforts to comply with applicable laws and regulations.
  - The use of legal, regulatory, and legislative strategies by both brand and generic competitors, including but not limited to “authorized generics” and regulatory petitions, may increase costs associated with the introduction or marketing of our generic products, could delay or prevent such introduction, and could significantly reduce our revenue and profit.
  - If we are unable to successfully introduce new products in a timely manner, our future revenue and profitability may be adversely affected.
  - We expend a significant amount of resources on R&D efforts that may not lead to successful product introductions.
  - Even if our products in development receive regulatory approval, such products may not achieve expected levels of market acceptance.
  - The development, approval process, manufacture and commercialization of biosimilar products involve unique challenges and uncertainties, and our failure to successfully introduce biosimilar products could have a negative impact on our business and future operating results.
  - Our business is highly dependent upon market perceptions of us, our products and brands, and the safety and quality of our products and brands, as well as the effectiveness of our sales and marketing activities, and we may be adversely impacted by negative publicity or findings.
  - We have a limited number of manufacturing facilities and certain third-party suppliers produce a substantial portion of our API and products, some of which require a highly exacting and complex manufacturing process.
- Compliance Risks
  - We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, Chinese anti-corruption laws and similar worldwide anti-corruption laws, which impose restrictions on certain conduct and may carry substantial fines and penalties.
  - Our competitors, including branded pharmaceutical companies, and/or other third parties, may allege that we or our suppliers are infringing upon their intellectual property, including in an “at risk launch” situation, which could result in substantial monetary damages, impact our ability to launch a product and/or our ability to continue marketing a product, and/or force us to expend substantial resources in resulting litigation, the outcome of which is uncertain.
  - We are involved in various legal proceedings and certain government inquiries and may experience unfavorable outcomes of such proceedings or inquiries.
  - If we fail to comply with our corporate integrity agreement, we could be subject to substantial penalties and exclusion from participation in federal healthcare programs.
  - We are increasingly dependent on IT and our systems and infrastructure face certain risks, including cybersecurity and data leakage risks.

- Finance Risks
  - Viatris' future dividend payments cannot be guaranteed.
  - We may not be able to maintain competitive financial flexibility and our corporate tax rate which could adversely affect us and our shareholders
  - We have significant indebtedness, which could lead to adverse consequences or adversely affect our financial position and prevent us from fulfilling our obligations under such indebtedness, and any refinancing of this debt could be at significantly higher interest rates.
  - There are inherent uncertainties involved in estimates, judgments and assumptions used in the preparation of financial statements in accordance with U.S. GAAP. Any future changes in estimates, judgments and assumptions used or necessary revisions to prior estimates, judgments or assumptions or changes in accounting standards could lead to a restatement or revision to previously issued financial statements.
  - Viatris could suffer additional losses due to asset impairment charges.

Combination Risks

The integration of the Upjohn Business with Mylan following the Combination, as well as our global restructuring program, may present significant challenges.

The combination of two independent businesses is a complex, costly and time-consuming process and there is a significant degree of difficulty inherent in the process of integrating the Upjohn Business and Mylan. These difficulties include:

- diversion of management's attention from the ongoing operations of Viatris to integration and restructuring matters;
- the challenge of integrating the employees and business cultures of the Upjohn Business and Mylan;
- retaining existing customers and suppliers, or obtaining new customers and suppliers;
- risks associated with managing a larger and more complex company;
- the challenge and cost of integrating manufacturing, logistics, information technology, communications and other systems of the Upjohn Business and Mylan;
- the potential difficulty retaining key personnel and other employees of Mylan and the Upjohn Business;
- challenges in reducing reliance on certain transition services provided by Pfizer prior to the expiration of any period in which such services are provided; and
- reducing costs associated with the transition services provided by Pfizer.

In addition to integration activities with respect to Mylan and the Upjohn Business, on November 16, 2020, Viatris announced a significant global restructuring program in order to achieve specified synergies 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 a prior Mylan restructuring program. On December 11, 2020 and February 25, 2021, Viatris disclosed additional details related to this global restructuring program that may impact up to 20% of its global workforce and includes the closing, downsizing or divesting of up to 15 manufacturing facilities.

The process of integrating operations and implementing restructuring initiatives could cause an interruption of, or loss of momentum in, the activities of one or more of Viatris' businesses. These integration and restructuring processes are ongoing and members of Viatris' senior management are required to devote considerable amounts of time to these processes, which could decrease the time they have to manage and service Viatris' businesses, and develop new products or strategies. There is no assurance that Viatris will be able to manage this integration or restructuring in the manner or on the timelines currently anticipated. If our senior management is not able to timely and effectively manage these integration or restructuring processes, significant business activities are interrupted, or there is a delay or inability to achieve anticipated integration or restructuring goals, Viatris may not be able to achieve its synergy targets and there could be a material adverse effect on Viatris' business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Viatris may not realize the anticipated benefits from the Combination or its global restructuring program.

Viatris is expected to realize synergies, growth opportunities, and other financial and operating benefits as a result of the Combination. Viatris' success in realizing these benefits, and the timing of their realization, depends on the successful integration of the Upjohn Business with Mylan, as well as the success of our global restructuring program. See "*The integration of the Upjohn Business with Mylan following the Combination, as well as our global restructuring program, may present significant challenges*" above. Even if the integration and restructuring program are successful, we may not achieve these synergies, growth opportunities and other financial and operating benefits within the timeline we anticipate, or at all. For

example, the benefits from the Combination may be offset by significant costs incurred in connection with our global restructuring program and the Combination, including integration and post-closing costs, costs associated with our TSAs with Pfizer, and capital expenditures, which could be higher than currently estimated. The quantification of synergies expected to result from the Combination is based on significant estimates and assumptions that are subjective in nature and inherently uncertain. Realization of any benefits and synergies could be affected by a number of factors beyond our control, including, without limitation, general economic conditions, increased operating costs, regulatory developments, and the other risks described in these risk factors. In addition, our ability to achieve our synergy targets depends in large part on the successful implementation of the initiatives under our global restructuring program, which may not achieve their intended goals. The amount of synergies actually realized as a result of the Combination, if any, and the time periods in which any such synergies are realized, could differ materially from our current expectations and estimates, regardless of whether the two business operations are combined successfully. In addition, if key personnel and other employees depart because of issues relating to the uncertainty and difficulty of integration activities, Viatris' ability to realize the anticipated benefits of the Combination could be reduced. If the integration or our global restructuring program are unsuccessful, if the estimated costs are higher than anticipated, or if we are unable to realize the anticipated synergies and other benefits of the Combination, there could be a material adverse effect on Viatris' business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Viatris could incur operational difficulties or losses if Pfizer is unable to perform under the agreements entered into as part of the Combination, if we are unable to obtain the same types and level of services and resources that historically have been provided to the legacy Upjohn Business by Pfizer, or if we are required to make payments to Pfizer pursuant to indemnities agreed to as part of the Combination.

In connection with the Combination, Viatris entered into several agreements with Pfizer or its subsidiaries, including among others, transition services and the manufacturing and supply agreements, which in general provide for the performance of certain services or obligations by each of Pfizer and Viatris for the benefit of each other for a transitional period following the Combination. If either party is unable to satisfy its obligations under such agreements in a timely manner or at all, or if the transitional agreements fail to provide for or cover certain essential services needed by Viatris during the applicable transitional period, we have limited recourse and could incur operational difficulties or losses or face liability.

In particular, the legacy Upjohn Business historically received benefits and services from Pfizer. Viatris no longer benefits from Pfizer's services or business relationships to the extent not otherwise addressed in the definitive documents entered into in connection with the Combination. While Pfizer has agreed to provide certain transition services to Viatris for a transitional period following the Combination, such services may not provide benefits equivalent to the services provided when the Upjohn Business was operating as a part of Pfizer. Viatris may not be able to adequately replace resources formerly provided by Pfizer, or replace such services at the same or lower cost. Viatris may also need to make significant investments to replicate or outsource from other providers certain facilities, systems, infrastructure, and personnel to which it no longer has access and may incur significant costs to replace such services. In addition, we may experience operational disruptions associated with ending the transition services that Pfizer has agreed to provide Viatris under the transition agreements as Viatris transitions off of and attempts to replace these services. Further, because Viatris is reliant on Pfizer for such services during the transitional period, any interruption, disruption or breach of Pfizer's systems relating to such services, including information technology and information security systems, could have a material adverse effect on our business, financial condition and results of operations.

In connection with such transition services, Viatris and Pfizer agreed, among other things, that each of them will each bear 50% of the first $380 million of certain reasonable out-of-pocket costs incurred by Pfizer in connection with the services, with Viatris bearing all of such costs in excess of $380 million.

In addition, in connection with the Combination, Viatris agreed to indemnify Pfizer for certain liabilities. Any payments pursuant to these indemnities could be significant and could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends or stock price. See "*We are involved in various legal proceedings and certain government inquiries and may experience unfavorable outcomes of such proceedings or inquiries*" below.

Viatris may be subject to significant U.S. tax liabilities, or be obligated to indemnify Pfizer for any such tax liability imposed on Pfizer and is subject to potentially significant restrictions that could limit its ability to undertake certain corporate actions (such as stock issuances or the undertaking of a merger or consolidation).

In connection with the Combination, Pfizer received the IRS Ruling and the Tax Opinion, each to the effect that, for U.S. federal income tax purposes, the Distribution, together with certain related transactions, will qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(D) of the Code, the Distribution will qualify as a tax-free distribution

within the meaning of Section 355 of the Code and the Pfizer Distribution Payments will qualify as money distributed to Pfizer creditors or stockholders in connection with the reorganization for purposes of Section 361(b) of the Code.

Although the IRS Ruling is generally binding on the IRS, the continuing validity of the IRS Ruling is subject to the accuracy of the factual representations made in the ruling request. An opinion of tax counsel neither binds the IRS nor precludes the IRS or the courts from adopting a contrary position. Accordingly, notwithstanding the IRS Ruling and Tax Opinion, there can be no assurance that the IRS will not assert a position contrary to one or more of the conclusions set forth herein and if the IRS prevails in such challenge, the U.S. federal income tax consequences of the Distribution, together with certain related transactions, to Pfizer, Viatris and the holders of Pfizer common stock could be materially different from, and worse than, the U.S. federal income tax consequences described below.

If the Distribution were determined not to have qualified for tax-free treatment under Section 355 of the Code, Pfizer would generally be subject to tax as if it sold the Viatris common stock in a transaction taxable to Pfizer, which could result in a material tax liability that, under certain circumstances, Viatris may be required to indemnify Pfizer against pursuant to the Tax Matters Agreement.

Even if the Distribution were otherwise to qualify as a tax-free transaction under Sections 368(a)(1)(D) and 355 of the Code, the Distribution would be taxable to Pfizer (but not to Pfizer's stockholders) pursuant to Section 355(e) of the Internal Revenue Code if there were a 50 percent or greater change in ownership of either Pfizer or Viatris, directly or indirectly, as part of a plan or series of related transactions that included the Distribution. For this purpose, any acquisitions of Pfizer or Viatris common stock within the period beginning two years before the Distribution and ending two years after the Distribution are presumed to be part of such a plan, although Pfizer may be able to rebut that presumption. For purposes of this test, the Combination will be treated as part of a plan, but the Combination standing alone will not cause the Distribution to be taxable to Pfizer under Section 355(e) of the Code because holders immediately before the Distribution of Pfizer common stock directly owned more than 50 percent of Viatris common stock immediately following the Combination. Nevertheless, if the IRS were to determine that other acquisitions of Pfizer common stock or Viatris common stock, either before or after the Distribution, were part of a plan or series of related transactions that included the Distribution, such determination could result in the recognition of a material amount of taxable gain for U.S. federal income tax purposes by Pfizer under Section 355(e) of the Code. Under the Tax Matters Agreement, Viatris will be required to indemnify Pfizer against any taxes resulting from the Distribution or certain aspects of the Separation that arise as a result of Viatris' breach of certain representations or covenants in the Tax Matters Agreement or certain other acts or omissions by Viatris, including certain actions that could result in Section 355(e) of the Code applying to the Distribution. If Viatris was required to indemnify Pfizer for taxes resulting from the Distribution or certain aspects of the Separation, that indemnification obligation could be substantial and could have a material adverse effect on Viatris, including with respect to our business, financial condition and results of operations.

In addition, the Tax Matters Agreement generally prohibits Viatris and its affiliates from taking certain actions that could cause the Distribution and certain related transactions to fail to qualify as tax-free transactions to Pfizer and its stockholders. Furthermore, unless an exception applies, for a two-year period following the date of the Distribution, Viatris and its subsidiaries may not:

- engage in transactions in which Viatris' stock is acquired;
- engage in certain mergers or consolidations;
- discontinue the active conduct of the Upjohn Business;
- sell certain assets;
- redeem or repurchase any of Viatris' stock (other than share repurchases permitted by the IRS Ruling); or
- amend the Viatris Charter or take any other action affecting the relative voting rights of any of its stock or stock rights.

If Viatris intends to take certain restricted actions, it must notify Pfizer of the proposal to take such action and either (a) obtain a ruling from the IRS or an unqualified opinion acceptable to Pfizer to the effect that such action will not affect the tax-free status of the Distribution and certain related transactions or (b) receive from Pfizer a waiver of such requirement. However, none of the receipt of an IRS ruling, an unqualified tax opinion or a waiver by Pfizer will relieve Viatris of any responsibility to indemnify Pfizer for tax-related losses resulting from such actions. As a result of these restrictions and indemnification obligations under the Tax Matters Agreement, Viatris may be limited in its ability to pursue strategic transactions, equity or convertible debt financings or other transactions that may otherwise be in our best interests.

Strategic Risks

Our strategic initiatives, including our strategic alliances, may not achieve all intended benefits.

In addition to the integration and restructuring activities discussed above, we have entered into and continue to consider and evaluate various strategic transactions and business arrangements on an ongoing basis, including acquisitions, asset purchases, partnerships, collaborations, joint ventures, divestitures, product rationalization and investments. These transactions and arrangements may be material both from a strategic and financial perspective. There can be no assurance that we will be able to fully realize the expected benefits of any such transactions or arrangements. Furthermore, although our expectation is to engage in divestitures and product rationalizations only if they advance or otherwise support our overall strategy, any such sale could reduce the size or scope of our business, our market share in particular markets or our opportunities with respect to certain markets or products.

We have also entered into strategic alliances with partners to develop, manufacture, market and/or distribute certain products, and/or certain components of our products, in various markets. We commit substantial effort, funds and other resources to these various collaborations, including with respect to the development of biosimilar products. There is a risk that the investments made by us in these collaborative arrangements will not generate financial returns. While we believe our relationships with our partners generally are successful, disputes or conflicting priorities and regulatory or legal intervention could be a source of delay or uncertainty as to the expected benefits of the collaboration. In addition, we enter into agreements with our collaboration partners that provide for certain services, as well as cross manufacturing, development and licensing arrangements. In addition, our Global Healthcare Gateway may not achieve all of its expected benefits.

The overall execution of a strategic initiative may result in material unanticipated problems, expenses, liabilities, competitive responses, loss of customer relationships, and diversion of management's and/or employee's attention, among other potential adverse consequences. In addition, we may have to terminate a strategic alliance, or our collaboration partners may be unable to fulfill their collaboration obligations.

Any of the risks described above could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We have and may continue to experience pressure on the pricing of and reimbursements for certain of our products due to pricing controls, social or government pressure to lower the cost of drugs, and consolidation across the supply chain.

We operate in a challenging environment, with significant pressures on the pricing of our products and on our ability to obtain and maintain satisfactory rates of reimbursement for our products by governments, insurers and other payors. The growth of overall healthcare costs has led governments and payors to implement new measures to control healthcare spending. As a result, we face numerous cost-containment measures by governments and other payors, including certain government-imposed industry-wide price reductions, mandatory rebates or pricing, international reference pricing (i.e., the practice of a country linking its regulated medicine prices to those of other countries), volume-based procurement, tender systems, shifting of the payment burden to patients through higher co-payments, and requirements for increased transparency on pricing. This international patchwork of price regulation and differing economic conditions and incomplete value assessments across countries has led to varying access to quality medicine in many markets and some third party trade in our products between countries and may have an adverse impact on the pricing of our products.

Many markets in which we operate have implemented or may implement tender systems for generic pharmaceuticals in an effort to lower prices. Under such tender systems, manufacturers submit bids which establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive a preferential reimbursement for a period of time. If our bids do not win, we may not be able to participate in the given market or may lose out on market share. In addition, if customers to whom we supply API do not win their tender bids, the amount of API that we sell to them may be reduced. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. Other markets may also consider the implementation of a tender system or have implemented, or plan to implement, government mandated price reductions and/or other forms of price controls. Even if a tender system or other price controls are ultimately not implemented, the anticipation of such could result in price reductions.

In China, pricing pressures have increased in recent years, and the Chinese government has also increased its focus on patient access and reimbursement for pharmaceutical medicines. For example, in 2013, China began to implement a QCE process for post-LOE products to improve the quality of domestically manufactured generic drugs, primarily by requiring such drugs to pass a test to assess their bioequivalence to a qualified reference drug (typically the originator drug). In addition, VBP policy for post- LOE products is now in its third year and includes more than 150 molecules. While all major Viatris brands are already included in the VBP molecule list, historically we have had limited success in the bidding process and most contracts went to local Chinese generic companies. In addition, the bidding process has resulted in significant price cuts for the molecules included with some bidders reducing the price of their products by as much as 96% as they attempt to secure volumes on the Chinese pharmaceutical market. We expect pricing pressures on our products included in the VBP program to continue to increase as a result of these programs, and Viatris may be unable to successfully win contracts through these centralized procurement projects in the future. We have failed, and may continue to fail, to win bids due to various factors, including

uncompetitive bidding prices. In addition, the URP policy will cap reimbursement of molecules at their VBP tender winning price. URP will create additional pricing and volume pressure for pharmaceutical products that are subject to the program and is expected to negatively impact our results of operations.

Demand for our products also depends in part on the extent to which reimbursements are available. In the U.S., third-party payors increasingly challenge the pricing of pharmaceutical products. These trends and other trends toward managed healthcare, the vertical consolidation among insurers, PBMs and pharmacies, and legislative healthcare reform create significant uncertainties regarding the future levels of reimbursement for pharmaceutical products. Further, any reimbursement may be reduced in the future to the point that market demand for our products and/or our profitability declines. Changes to Medicare and/or state Medicaid programs, or changes required in the way in which Medicare payment rates are set, the design of the Medicare Part D benefit, and/or the way Medicaid rebates are calculated, could adversely affect the payment we receive for our products. In order to control expenditures on pharmaceuticals, most member states in the EU regulate the pricing of products and, in some cases, limit the range of different forms of pharmaceuticals available for prescription by national health services. These controls can result in considerable price differences between member states.

There has also been increasing U.S. federal and state legislative and enforcement interest with respect to drug pricing, as well as from international organizations like the United Nations, World Health Organization and Organization for Economic Cooperation and Development, in addition to intense publicity and scrutiny regarding such matters, including publicity and pressure resulting from prices charged by competitors and peer companies for new products as well as price increases by competitors and peer companies on older products that some have deemed excessive. In particular, U.S. federal prosecutors have issued subpoenas to pharmaceutical companies, including Mylan, seeking information about their drug pricing practices, among other issues. The U.S. Congress has also conducted hearings with respect to drug pricing and members of Congress have sought information from certain pharmaceutical companies, including Mylan, relating to drug-price increases.

In addition, there have been legislation and legislative and regulatory proposals concerning drug prices and related issues, including the perceived need to bring more transparency to drug pricing, reviewing the relationship between pricing and manufacturer patient programs, and reforming government program reimbursement methodologies for drugs. In the U.S., in addition to new state transparency laws and the introduction of several federal pricing bills, several executive orders were signed and rules were issued in 2020 relating to drug pricing, some of which have been delayed and/or are the subject of litigation. These new orders and rules related to Medicare Part D rebate reform, providing discounted insulin and/or EpiPen® Auto-Injector to patients in Federally Qualified Health Centers, drug importation from Canada, and most favored nation pricing for Medicare. Although we expect to see continued focus in regulating pricing, we cannot predict what, if any, additional legislative or regulatory developments may transpire at the state or country level, particularly given a new administration and changes in control of Congress, or what the ultimate impact may be.

In the U.S., certain of these pressures are further compounded by increasing consolidation among wholesalers, retailer drug chains, PBMs, private insurers, managed care organizations and other private payors, which can increase their negotiating power, particularly with respect to our generic drugs. Please also refer to "*A significant portion of our revenues is derived from sales to a limited number of customers.*"

The international patchwork of price regulation, failing to win tenders, the implementation of price control systems, adverse legislation and regulation, the consolidation of our customers, or continued social or government pressure to lower the cost of pharmaceutical products could have a material adverse impact on our business, reputation, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Healthcare reform legislation could have a material adverse effect on our business.

In recent years, there have been numerous initiatives on the federal and state levels for comprehensive reforms affecting the payment for, the availability of and reimbursement for, healthcare services in the U.S., and it is likely that Congress and state legislatures and health agencies will continue to focus on healthcare reform in the future. While the ACA increased the number of patients who have insurance coverage for our products, it also included provisions such as the assessment of a pharmaceutical manufacturer fee and an increase in the amount of rebates that manufacturers pay for coverage of their drugs by Medicaid programs. The ACA may be subject to revisions and modifications in the future. Further, Congress continues to consider drug pricing legislation that, if passed and signed into law, could impact companies' ability to increase prices for products beyond the rate of inflation.

We are unable to predict the future course of federal or state healthcare legislation or reform, including temporary or permanent healthcare reform measures resulting from the COVID-19 pandemic or the outcome of challenges to such laws or reforms once passed. The ACA and further changes in the law or regulatory framework that reduce our revenues or increase our

costs could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Additionally, we encounter similar regulatory and legislative issues in most other countries. In the EU and some other international markets, the government provides healthcare at low cost to consumers and regulates pharmaceutical prices, patient eligibility and/or reimbursement levels to control costs for the government-sponsored healthcare system. These systems of price regulations may lead to inconsistent and lower prices. Within the EU and in other countries, the availability of our products in some markets at lower prices undermines our sales in other markets with higher prices. Additionally, certain countries set prices by reference to the prices in other countries where our products are marketed. Thus, our inability to secure adequate prices in a particular country may also impair our ability to obtain acceptable prices in existing and potential new markets and may create the opportunity for third party cross-border trade.

Significant additional reforms to the U.S. or EU healthcare systems, or to the healthcare systems of other markets in which we operate, could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We have significant operations globally, which exposes us to the risks inherent in conducting our business internationally.

Our operations extend to numerous countries globally and therefore are subject to the risks inherent in this geographic scope. These risks include, but are not limited to:

- the impact of the COVID-19 pandemic;
- compliance with the national and local laws, regulations and customs of countries in which we do business, including, but not limited to, data privacy and protection, import/export and enforcement of intellectual property protections;
- less established legal and regulatory regimes in certain jurisdictions, including China, where the interpretation and enforcement of laws, rules and regulations may involve uncertainties and can be inconsistent;
- that litigation, administrative and court proceedings may be protracted, expensive and unpredictable;
- that governments in certain jurisdictions may favor local businesses and make it more difficult for foreign businesses to operate on an equal footing;
- increased uncertainties related to the enforcement of contracts with certain parties;
- compliance with a variety of U.S. laws including, but not limited to, regulations put forth by the U.S. Treasury's Office of Foreign Assets Control, the Iran Threat Reduction and Syria Human Rights Act of 2012 and rules relating to the use of certain "conflict minerals" under Section 1502 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act;
- changes in laws, regulations, and practices affecting the pharmaceutical industry and the healthcare system, including but not limited to imports, exports, manufacturing, quality, cost, pricing, reimbursement, approval, inspection, and delivery of healthcare;
- changes in policies designed to promote foreign investment, including significant tax incentives, liberalized import and export duties, and preferential rules on foreign investment and repatriation;
- increased U.S. Congressional and executive branch scrutiny of overseas pharmaceutical manufacturing, including executive orders and policy proposals related to increasing U.S. production of pharmaceutical products and API;
- differing local product preferences and product requirements;
- adverse changes in the economies in which we or our partners and suppliers operate as a result of a slowdown in overall growth, a change in government or economic policies, or financial, political, or social change or instability in such countries that affects the markets in which we operate, particularly emerging markets;
- changes in employment or labor laws, wage increases, or rising inflation in the countries in which we or our partners and suppliers operate;
- local, regional and global restrictions on banking and commercial activities in certain markets, especially emerging markets;
- longer payment cycles and increased exposure to counterparty risk;
- volatility in international financial markets and increased foreign currency risk;
- risks and uncertainties related to the formal withdrawal of the U.K. from the EU, commonly referred to as Brexit, and the subsequent entry into a trade agreement that governs the U.K.'s relationship with the EU, including with respect to divergent national laws and regulations, import/export restrictions, delays in regulatory approvals and changes in pharmaceutical regulations governing marketing authorizations in the EU and the U.K., which could materially impact the way we conduct our operations in those markets;
- supply disruptions and increases in energy and transportation costs;

- increased tariffs on the import or export of our products or API, including on imports from China to the U.S. as a result of the escalation of trade tensions between the countries or otherwise;
- burdens to comply with multiple, changing and potentially conflicting foreign laws and regulations, including those relating to the environment, carbon emissions, health and safety, labor and human rights;
- natural or man-made disasters, including droughts, floods, earthquakes, hurricanes and the impact of climate change in the countries in which we or our partners and suppliers operate; and
- local disturbances, the outbreak of highly contagious diseases or other health epidemics (such as COVID-19), terrorist attacks, riots, social disruption, wars, or regional hostilities in the countries in which we or our partners and suppliers operate and that could affect the economy, our operations and employees by disrupting operations and communications, making travel and the conduct of our business more difficult, and/or causing our customers to be concerned about our ability to meet their needs.

We also face the risk that some of our competitors have more experience with operations in such countries or with international operations generally and may be able to manage unexpected crises more easily. Moreover, the internal political stability of, or the relationship between, any country or countries where we conduct business operations may deteriorate. Changes in a country's political stability or the state of relations between any such countries are difficult to predict and the political or social stability in and/or diplomatic relations between any countries in which we or our partners and suppliers do business could meaningfully deteriorate.

The occurrence of any one or more of the above risks could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Charges to earnings resulting from acquisitions could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Under U.S. GAAP provisions relating to business acquisition accounting standards, we recognize the identifiable assets acquired, the liabilities assumed, and any noncontrolling interests in acquired companies generally at their acquisition date fair values and, in each case, separately from goodwill. Goodwill as of the acquisition date is measured as the excess amount of consideration transferred, which is also generally measured at fair value, and the net of the acquisition date amounts of the identifiable assets acquired and the liabilities assumed. Our estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain. After we complete an acquisition, the following factors could result in material charges and adversely affect our operating results and may adversely affect our cash flows:

- costs incurred to combine the operations of companies we acquire, such as transitional employee expenses and employee retention, redeployment or relocation expenses;
- liabilities assumed in purchase accounting;
- impairment of goodwill or intangible assets, including acquired IPR&D;
- amortization of intangible assets acquired;
- a reduction in the useful lives of intangible assets acquired;
- identification of or changes to assumed contingent liabilities, including, but not limited to, litigation reserves, contingent purchase price consideration including fair value adjustments, income tax contingencies and other non-income tax contingencies, after our final determination of the amounts for these contingencies or the conclusion of the measurement period (generally up to one year from the acquisition date), whichever comes first;
- charges to our operating results to eliminate certain duplicative pre-acquisition activities, including exiting TSAs with Pfizer;
- significant costs to restructure our operations and to reduce our cost structure, including cost related to severance payments, plant shutdowns and costs to achieve anticipated synergies; and
- charges to our operating results resulting from expenses incurred to effect the acquisition.

A significant portion of these adjustments could be accounted for as expenses that will decrease our net income and earnings per share for the periods in which those costs are incurred.

In particular, the amount of goodwill and identifiable intangible assets in our consolidated balance sheets is significant as a result of our acquisitions and other transactions, and may increase further following future potential acquisitions, and we may, from time to time, sell assets that we determine are not critical to our strategy or execution. Future events or decisions may also lead to asset impairments and/or related charges. Certain non-cash impairments may result from a change in our strategic goals, business direction or other factors relating to the overall business environment. Any such charges could cause a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We applied purchase accounting to the Combination and determined that Mylan was the accounting acquirer in the Combination for purposes of applying purchase accounting to the acquired assets and assumed liabilities of the Upjohn Business in connection with the Combination.

The illegal distribution and sale by third parties of counterfeit versions of our products or of diverted or stolen products could have a negative impact on our reputation and our business.

The pharmaceutical drug supply has been increasingly challenged by the vulnerability of distribution channels to illegal counterfeiting and the presence of counterfeit products in a growing number of markets and over the internet.

Third parties may illegally distribute and sell counterfeit versions of our products that do not meet our rigorous manufacturing and testing standards. Counterfeit products are frequently unsafe or ineffective and can be potentially life-threatening. Counterfeit medicines may contain harmful substances, the wrong dose of API or no API at all. However, to distributors and users, counterfeit products may be visually indistinguishable from the authentic version.

Reports of adverse reactions to counterfeit drugs or increased levels of counterfeiting could materially affect patient confidence in the authentic product. It is possible that adverse events caused by unsafe counterfeit products will mistakenly be attributed to the authentic product. In addition, unauthorized diversions of products or thefts of inventory at warehouses, plants, or while in-transit could result in improper storage or compromise product integrity and therefore adversely impact patient safety, our reputation, and our business.

Loss of sales or revenues, as well as public loss of confidence in the integrity of pharmaceutical products as a result of counterfeiting, diversion, or theft could have a material adverse effect on our business, reputation, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We face vigorous competition that threatens the commercial acceptance and pricing of our products.

The pharmaceutical industry is highly competitive. We face competition from other pharmaceutical manufacturers globally, some of whom are significantly larger than we are and have stronger, more well-established reputations than us. Our competitors may be able to develop products and processes competitive with or superior to our own for many reasons, including but not limited to the possibility that they may have:

- proprietary processes or delivery systems;
- larger or more productive R&D and marketing staff;
- larger or more efficient production capabilities in a particular therapeutic area;
- more experience in preclinical testing and human clinical trials;
- more products;
- more experience in developing new drugs; or
- greater financial resources.

We also face increasing competition from lower-cost generic products and other branded products. Certain of our products are not protected by patent rights or have limited patent life and will soon lose patent protection. Loss of patent protection for a product typically is followed promptly with the launch of generic products. As a result, sales of many of these products may decline or stop growing over time, and may decline faster than has been projected. For example, the compound patent for Celebrex in Japan expired in November 2019, and generics entered the market in June 2020. In June 2019, Lyrica's pediatric exclusivity in the United States expired, and multi-source generic competition commenced in the United States in July 2019. Additionally, over the next several years, some products may lose market exclusivity upon entry of generic products prior to patent exclusivity. For example, several companies launched a generic to Lyrica in Japan in December 2020 despite pending patent infringement litigation. The litigation remains ongoing and the patents expire in July 2022. We may not be successful in managing competition from non-branded generics or other alternatives, or in generally managing revenues after loss of exclusivity, and our business may be materially adversely affected.

Generic competitors are also becoming more aggressive in terms of pricing in many of the regions in which Viatris operates. In China, for example, we face strong competition from certain generic manufacturers, which may result in price cuts and volume loss on some of Viatris' branded products. We also face competition in the United States, the EU and other mature markets that have a robust generics market and favorable regulatory conditions for generics. In addition, legislative proposals emerge from time to time in various jurisdictions to further encourage the early and rapid approval of generic drugs. Any such proposal that is enacted into law could increase competition and worsen this negative effect on our branded sales.

In addition, certain of our products also face potential competition from products that may be developed in the future that could render our products uncompetitive or obsolete. For example, companies may develop medicines that treat the same indications targeted by our products, and these medicines could be more effective than our products or patients and physicians could prefer these medicines over our medicines. The introduction of these new competing products could also have a negative impact on product sales.

Other related factors that could affect our business include:

- Competitors' products may also be safer, more effective, more effectively marketed or sold, or have lower prices or better performance features than ours;
- PBMs and other pharmaceutical manufacturers may utilize contracting strategies that could decrease generic utilization of or otherwise negatively impact our products;
- Vertical integration of pharmacies and large purchasing organizations or consolidation among distribution outlets; and
- Our sales may suffer as a result of changes in consumer demand for our products, including those related to fluctuations in consumer buying patterns tied to seasonality, willingness of customers to switch among products of different pharmaceutical manufacturers, importation by consumers or the introduction of new products by competitors.

The occurrence of any of the above risks could have an adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

A relatively small group of products may represent a significant portion of our revenues, net sales, gross profit, or net earnings from time to time.

Sales of a limited number of our products from time to time represent a significant portion of our revenues, net sales, gross profit, and net earnings. For the years ended December 31, 2020 and 2019, Viatris' top ten products in terms of sales, in the aggregate, represented approximately 23% and 23%, respectively, of the Company's net sales. In the future, we expect that the mix of our top products will change and the concentration of sales for those top products will increase as a result of the Combination. If the volume or pricing of our largest selling products declines in the future, our business, financial condition, results of operations, cash flows, and/or share price could be materially adversely affected.

Operational Risks

Public health outbreaks, epidemics and pandemics, including the COVID-19 pandemic, have had and could continue to have a material adverse effect on our business, financial condition, results of operations, cash flows and/or stock price and may impact our ability to pay dividends.

Public health outbreaks, epidemics and pandemics, including the COVID-19 pandemic, have had and could continue to have a material adverse effect on our business. We continue to closely monitor the impact of the COVID-19 pandemic on all aspects of our business, including its impact on our workforce, suppliers, vendors, business partners, distribution channels, customers and patients. As the rate of infection remains high in many countries, including the U.S., attempts continue to be made to reduce the spread of COVID-19, including quarantines, vaccination programs, government restrictions on movement, business closures and suspensions, canceled events and activities, self-isolation, and other voluntary and/or mandated changes in behavior. Both the outbreak of the disease and actions to slow its spread have created significant uncertainty, economic volatility and disruption, and increased unemployment, which have impacted and may continue to impact our business operations and have materially adversely affected and may continue to materially adversely affect our workforce and business operations as well as our financial condition, results of operations, cash flows and/or stock price and may impact our ability to pay dividends.

While our business operations are currently considered essential based on current government guidelines throughout the world due to the important role pharmaceutical manufacturers play within the global healthcare system, many of our administrative offices have been operating under work from home protocols, which are expected to continue at least through mid-2021. In addition, certain programs or incentives implemented to ensure employee health and safety, such as subsidized testing, hazard pay, sick leave and bonus payments, have increased our operating costs. Extended changes in work conditions, including work from home protocols, could strain our business continuity plans, reduce productivity and morale, or introduce operational risk, including but not limited to increased cybersecurity risk. For example, remote working environments may be less secure and more susceptible to hacking attacks, including phishing and social engineering attempts and malware attacks that seek to exploit the COVID-19 pandemic.

Additionally, we have taken extra precautions at our manufacturing facilities to aid in the protection of on-site personnel and operations, including the implementation of social distancing guidelines, daily health assessments of on-site

personnel and split shifts where feasible. If we experience an increase in reported illnesses or quarantining at any of our facilities, including critical manufacturing sites, it is possible that such facilities may need to close for an extended period of time, which could negatively affect our ability to produce, ship, and supply products to our customers and would impact our business and financial results.

In addition, customer-facing field operations have moved to a remote engagement model and global restrictions have been placed on travel and in-person meetings. A remote engagement model may not be as successful as in-person meetings and could result in lower sales of products, particularly new products. We have also taken steps to protect the safety of study participants, employees and staff at clinical trial sites while continuing to ensure regulatory compliance and scientific integrity of trial data.

COVID-19 and related responsive measures have also made, and may continue to make, it difficult for us, our partners or suppliers to source and manufacture products in, and to export our products from, certain affected areas. In addition, we have faced, and may continue to face, delays or difficulty sourcing certain products or raw materials, including APIs. Even if we are able to find alternate sources for such products or raw materials, they may cost more. In addition, we have experienced and may continue to experience increased shipping and freight costs, as well as delays in shipping. These factors have materially adversely affected and could continue to materially adversely affect our ability to produce, ship, and supply products, which could negatively impact our customer relationships, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price, or result in negative publicity and reputational harm.

Lower retail pharmacy demand, as well as some patients, doctors and hospitals delaying or foregoing routine doctor and hospital visits and elective medical procedures, has led and could continue to lead to decreased demand for certain of our products, which has negatively impacted our sales, results of operations and financial results. At the same time, we have experienced, and could continue to experience, unpredictable increases in demand for certain of our products, which could exceed our capacity to meet such demand and negatively impact our customer relationships, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Health regulatory agencies globally may also experience disruptions in their operations and greater regulatory uncertainty as a result of the COVID-19 pandemic. For instance, the FDA has announced its intention to temporarily postpone certain inspections of domestic and foreign manufacturing facilities. The FDA and comparable foreign regulatory agencies may have slower response times or reduced resources and, as a result, review of regulatory submissions, inspections, approval of new products and other timelines important to our business may be materially impacted, which could delay our new product launches and have a material adverse effect on our business.

In addition, our continued access to external sources of liquidity depends on multiple factors, including the condition of debt capital markets, our operating performance, and maintaining strong credit ratings. Also, the continuing impact of the COVID-19 pandemic could lead to our customers or suppliers having liquidity problems that could negatively impact our ability to collect cash on our receivables and/or negatively impact our ability to get inventory and materials. If the impacts of the pandemic create further disruptions or turmoil in the financial markets or customer or supplier liquidity issues, or if rating agencies lower our credit ratings, it could adversely affect our ability to access the debt markets, our cost of funds, and other terms for new debt, which could negatively impact our results of operations and financial position.

The extent to which the COVID-19 pandemic will continue to impact us depends on numerous evolving factors and future developments that we are not currently able to predict and may also exacerbate other risks discussed in these risk factors, any of which could have a material adverse effect on us, our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Current and changing economic conditions may adversely affect our industry, business, partners and suppliers.

The global economy continues to experience significant volatility, and the economic environment may become less favorable. Economic volatility, governmental financial restructuring efforts and evolving deficit and spending reduction programs could negatively impact the global economy and the pharmaceutical industry. This has led, or could lead, to reduced consumer and customer spending, reduced or eliminated governmental or third-party payor coverage or reimbursement or reduced spending on healthcare, including but not limited to pharmaceutical products. While generic drugs present an alternative to higher-priced branded products, our sales could be negatively impacted if patients forego obtaining healthcare, patients and customers reduce spending or purchases, or if governments or third-party payors reduce or eliminate coverage or reimbursement amounts for pharmaceuticals or impose price or other controls adversely impacting the price or availability of pharmaceuticals (whether for generics, branded products or both). In addition, reduced consumer and customer spending, reduced government or third-party payor coverage or reimbursement, or new government controls, may drive us and our competitors to decrease prices, may reduce the ability of customers to pay, or may result in reduced demand for our products.

The occurrence of any of these risks could have a material adverse effect on our industry, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Failure to comply with applicable environmental and occupational health and safety laws and regulations worldwide could adversely impact our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We are subject globally to various laws and regulations concerning, among other things, the environment, climate change, water, chemicals and employee safety. These requirements include regulation of the handling, manufacture, transportation, storage, use and disposal of materials and wastes, including the discharge of regulated materials and emissions into the environment. We are also subject to related permitting, record-keeping, reporting and registration requirements. In the normal course of our business, we are exposed to risks relating to possible releases of hazardous substances into the environment, which could cause environmental or property damage or personal injuries, and which could result in (i) our noncompliance with such environmental and occupational health and safety laws, regulations and permits and (ii) regulatory enforcement actions or claims for personal injury and property damage against us. If environmental discharge occurs, or if we discover contamination caused by prior operations, including by prior owners and operators of properties we acquire or lease, we could be liable for cleanup or remediation obligations, damages and fines or have relevant permits, authorizations or registrations modified or revoked. In addition, any non-compliance with environmental and occupational health and safety laws and regulations and permits, or emissions into the environment, whether actual or perceived, may result in significant reputational damage. The substantial unexpected costs we may incur could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price. Environmental and occupational health and safety laws and regulations are also complex and subject to change, and our related capital expenditures and costs for compliance may increase substantially in the future as a result of such changes, the development and manufacturing of a new product or increased development or manufacturing activities at any of our facilities. We may be required to expend significant funds and our manufacturing activities could be delayed or suspended or we may lose the ability to purchase or use certain materials, or face restrictions on the amounts of materials we may use or purchase, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

The pharmaceutical industry is heavily regulated, and we face significant costs and uncertainties associated with our efforts to comply with applicable laws and regulations.

The pharmaceutical industry is subject to regulation by various governmental authorities in the jurisdictions in which we operate, including the U.S., EU, China and India. For instance, we must comply with applicable laws and requirements of the FDA and other regulatory agencies, including foreign authorities, with respect to the research, development, manufacture, quality, safety, effectiveness, approval, labeling, tracking, tracing, authentication, storage, record-keeping, reporting, pharmacovigilance, sale, distribution, import, export, marketing, advertising, and promotion of pharmaceutical products. We are committed to conducting our business, including the sale and marketing of our products, in compliance with all applicable laws and regulations. These laws and regulations, however, are numerous and complex and it is possible that a governmental authority may challenge our activities, or that an employee or agent could violate these laws and regulations without our knowledge. Failure to comply with these laws and regulations could result in a range of consequences, including, but not limited to, fines, penalties, disgorgement, exclusion from U.S. federal healthcare reimbursement programs, unanticipated compliance expenditures, suspension of review of applications or other submissions, rejection or delay in approval of applications, recall or seizure of products, total or partial suspension of production and/or distribution, our inability to sell products, the return by customers of our products, injunctions, and/or criminal prosecution. Under certain circumstances, a regulator may also have the authority to revoke or vary previously granted drug approvals.

The safety profile of any product will continue to be closely monitored by the FDA and comparable foreign regulatory authorities after approval. If such regulatory authorities become aware of new safety information about any of our marketed or investigational products, those authorities may require further inspections, enhancements to manufacturing controls, labeling changes, establishment of a risk evaluation and mitigation strategy or similar strategy, restrictions on a product's indicated uses or marketing, or post-approval studies or post-market surveillance. In addition, we are subject to regulations in various jurisdictions, including the Federal Drug Supply Chain Security Act in the U.S., the Falsified Medicines Directive in the EU and several other such regulations in other countries that require us to develop electronic systems to serialize, track, trace and authenticate units of our products through the supply chain and distribution system. Compliance with these regulations has in the past and may in the future result in increased expenses for us or impose greater administrative burdens on our organization, and failure to meet these requirements could result in fines or other penalties.

In recent years, the regulatory framework in China regarding the pharmaceutical industry has undergone significant changes and Chinese authorities have become increasingly vigilant in enforcing laws in the pharmaceutical industry. We believe that Viatris' strategies regarding pharmaceutical research, development, manufacturing and commercialization in China

are currently aligned with the Chinese government's policies, but they may in the future diverge, requiring a change in such strategies. Any such change may result in increased compliance costs to us or cause delays in or prevent the successful research, development, manufacturing or commercialization of our products in China, result in the loss of required licenses and permits or the suspension or termination of Viatris' activities in China.

The FDA and comparable foreign regulatory authorities also regulate the facilities and operational procedures that we use to manufacture our products. We must register our facilities with the FDA and similar regulators in other countries. Products must be manufactured in our facilities in accordance with cGMP or similar standards in each territory in which we manufacture. Compliance with such regulations and with our own quality standards requires substantial expenditures of time, money, and effort in multiple areas, including training of personnel, record-keeping, production, and quality control and quality assurance. The FDA and other comparable regulatory authorities, including foreign authorities, periodically inspect our manufacturing facilities for compliance with cGMP or similar standards in the applicable territory. Regulatory approval to manufacture a drug is granted on a site-specific basis. Failure to comply with cGMP and other regulatory standards at one of our or our partners' or suppliers' manufacturing facilities could result in an adverse action brought by the FDA or other regulatory authorities, which could result in the receipt of an untitled or warning letter, fines, penalties, disgorgement, unanticipated compliance expenditures, rejection or delay in approval of applications, suspension of review of applications or other submissions, suspension of ongoing clinical trials, recall or seizure of products, total or partial suspension of production and/or distribution, our inability to sell products, the return by customers of our products, orders to suspend, vary, or withdraw marketing authorizations, injunctions, consent decrees, requirements to modify promotional materials or issue corrective information to healthcare practitioners, refusal to permit import or export, criminal prosecution and/or other adverse actions.

Our business could be adversely affected if any regulatory body were to delay, withhold, or withdraw approval of an application; require a recall or other adverse product action; require one of our manufacturing facilities to cease or limit production; or suspend, vary, or withdraw related marketing authorization. Delay and cost in obtaining FDA or other regulatory approval to manufacture at a different facility also could have a material adverse effect on our business.

Although we have established internal quality and regulatory compliance programs and policies, there is no guarantee that these programs and policies, as currently designed, will meet regulatory agency standards in the future or will prevent instances of non-compliance with applicable laws and regulations. Additionally, despite our compliance efforts, from time to time we or our partners receive notices of manufacturing and quality-related observations following inspections by regulatory authorities around the world, as well as official agency correspondence regarding compliance. For example, the FDA has issued warning letters relating to valsartan API and nitrosamine impurities to our API manufacturers Mylan Laboratories Limited Unit 8 and Mylan Laboratories Limited Unit 7. We have provided thorough responses to the FDA regarding the issues identified and remediation is ongoing. In addition, in November 2018, the FDA issued a warning letter with respect to our manufacturing plant in Morgantown, West Virginia. We implemented comprehensive restructuring and remediation activities at our Morgantown plant and on May 11, 2020, we received a closeout letter from the FDA. However, we or our partners may receive similar observations and correspondence in the future. If we are unable to resolve these observations and address regulatory concerns in a timely fashion, our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price could be materially affected.

We utilize controlled substances in certain of our current products and products in development, and therefore must meet the requirements of the Controlled Substances Act of 1970 and the related regulations administered by the DEA in the U.S., as well as those of similar laws in other countries where we operate. These laws relate to the manufacture, shipment, storage, sale, and use of controlled substances. The DEA and other regulatory agencies limit the availability of the controlled substances used in certain of our current products and products in development and, as a result, our procurement quota of these active ingredients may not be sufficient to meet commercial demand or complete clinical trials. We must annually apply to the DEA and similar regulatory agencies for procurement quotas in order to obtain these substances. Any delay or refusal by the DEA or such similar agencies in establishing our procurement quota for controlled substances could delay or stop our clinical trials or product launches, or could cause trade inventory disruptions for those products that have already been launched. In addition, some states have passed laws and regulations imposing assessments on the sale or distribution of certain controlled substances, and other states are considering and may implement similar laws and regulations in the future.

The occurrence of any of the above risks could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

The use of legal, regulatory, and legislative strategies by both brand and generic competitors, including but not limited to "authorized generics" and regulatory petitions, may increase costs associated with the introduction or marketing of our generic products, could delay or prevent such introduction, and could significantly reduce our revenue and profit.

Our competitors, both branded and generic, often pursue strategies to prevent or delay generic alternatives to branded products. These strategies include, but are not limited to:

- entering into agreements whereby other generic companies will begin to market an authorized generic, which is the approved brand-name drug without the brand-name on its label, at the same time or after generic competition initially enters the market;
- launching their own authorized generic product prior to or at the same time or after generic competition initially enters the market;
- pricing a branded product at a discount equivalent to generic pricing, as was the case for Copaxone after the launch of Mylan's generic glatiramer acetate products;
- filing frivolous petitions with the FDA or other regulatory bodies seeking to prevent or delay approvals, including timing the filings so as to thwart generic competition by causing delays of our product approvals;
- contracting strategies among pharmaceutical manufacturers and PBMs that could decrease generic or biosimilar utilization and negatively impact our product launches;
- seeking to establish regulatory and legal obstacles that would make it more difficult to demonstrate bioequivalence or to meet other requirements for approval, and/or to prevent regulatory agency review of applications;
- initiating legislative or other efforts to limit the substitution of generic versions of brand pharmaceuticals;
- filing suits for patent infringement and other claims that may delay or prevent regulatory approval, manufacture, and/or sale of generic products;
- introducing "next-generation" products prior to the expiration of market exclusivity for the reference product, which often materially reduces the demand for the generic or the reference product for which we seek regulatory approval;
- persuading regulatory bodies to withdraw the approval of brand-name drugs for which the patents are about to expire and converting the market to another product of the brand company on which longer patent protection exists;
- obtaining extensions of market exclusivity by conducting clinical trials of brand drugs in pediatric populations or by other methods; and
- seeking to obtain new patents on drugs for which patent protection is about to expire.

In the U.S., some companies have lobbied Congress for amendments to Hatch-Waxman Act that would give them additional advantages over generic competitors. For example, although the term of a company's drug patent can be extended to reflect a portion of the time an NDA (which is filed in the U.S. with the FDA when approval is sought to market a newly developed branded product and, in certain instances, for a new dosage form, a new delivery system or a new indication for a previously approved drug) is under regulatory review, some companies have proposed extending the patent term by a full year for each year spent in clinical trials rather than the one-half year that is currently permitted.

If proposals like these in the U.S., EU, or in other countries where we or our partners and suppliers operate were to become effective, or if any other actions by our competitors and other third parties to prevent or delay activities necessary to the approval, manufacture, or distribution of our products are successful, our entry into the market and our ability to generate revenues associated with new products may be delayed, reduced, or eliminated, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

If we are unable to successfully introduce new products in a timely manner, our future revenue and profitability may be adversely affected.

Our future revenues and profitability will depend, in part, upon our ability to successfully and timely develop, license, or otherwise acquire and commercialize new products. Product development is inherently risky, especially for new drugs for which safety and efficacy have not been established and/or the market is not yet proven as well as for complex generic drugs and biosimilars. Likewise, product licensing involves inherent risks, including, among others, uncertainties due to matters that may affect the achievement of milestones, as well as the possibility of contractual disagreements with regard to whether the supply of product meets certain specifications or terms such as license scope or termination rights. As Viatris focuses more in complex products, the development and commercialization process requires substantial time, effort and financial resources. We, or a partner, may not be successful in commercializing such products on a timely basis, or at all, which could adversely affect our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Before any prescription drug product, including generic drug products, can be marketed, marketing authorization approval is required by the relevant regulatory authorities and/or national regulatory agencies (for example, the FDA in the U.S., the EMA in the EU and other regulatory authorities). The process of obtaining regulatory approval to manufacture and market new branded and generic pharmaceutical products is rigorous, time consuming, costly, and inherently unpredictable. In addition, these regulatory agencies may be delayed in reviewing and approving products as a result of lapsed or insufficient funding, insufficient staffing, travel or work restrictions (including as a result of the COVID-19 pandemic), or other factors beyond our control. Any delay in regulatory approval could impact the commercial or financial success of a product.

Outside the U.S., the approval process may be more or less rigorous, depending on the country, and the time required for approval may be longer or shorter than that required in the U.S. Bioequivalence, clinical, or other studies conducted in one country may not be accepted in other countries, the requirements for approval may differ among countries, and the approval of a pharmaceutical product in one country does not necessarily mean that the product will be approved in another country. We, or a partner or supplier, may be unable to obtain requisite approvals on a timely basis, or at all, for new products that we may develop, license or otherwise acquire. Moreover, if we obtain regulatory approval for a drug, it may be limited, for example, with respect to the indicated uses and delivery methods for which the drug may be marketed, or may include warnings, precautions or contraindications in the labeling, which could restrict our potential market for the drug. A regulatory approval may also include post-approval study or risk management requirements that may substantially increase the resources required to market the drug. Also, for products pending approval, we may obtain raw materials or produce batches of inventory to be used in efficacy and bioequivalence testing, as well as in anticipation of the product's launch. In the event that regulatory approval is denied or delayed, we could be exposed to the risk of this inventory becoming obsolete.

The approval process for generic pharmaceutical products often results in the relevant regulatory agency granting final approval to a number of generic pharmaceutical products at the time a patent claim for a corresponding branded product or other market exclusivity expires. This often forces us to face immediate competition when we introduce a generic product into the market. Additionally, further generic approvals often continue to be granted for a given product subsequent to the initial launch of the generic product. These circumstances generally result in significantly lower prices, as well as reduced margins, for generic products compared to branded products. New generic market entrants generally cause continued price, margin, and sales erosion over the generic product life cycle.

In the U.S., the Hatch-Waxman Act provides for a period of 180 days of generic marketing exclusivity for a "first applicant," that is the first submitted ANDA (which is filed in the U.S. with the FDA when approval is sought to market a generic equivalent of a drug product previously approved under an NDA and listed in the FDA publication entitled Approved Drug Products with Therapeutic Equivalence Evaluations, popularly known as the "Orange Book" or for a new dosage strength for a drug previously approved under an ANDA) containing a certification of invalidity, non-infringement or unenforceability related to a patent listed with the ANDA's reference drug product, commonly referred to as a Paragraph IV certification. During this exclusivity period, which under certain circumstances may be shared with other ANDAs filed on the same day, the FDA cannot grant final approval to later-submitted ANDAs for the same generic equivalent. If an ANDA is awarded 180-day exclusivity, the applicant generally enjoys higher market share, net revenues, and gross margin for that generic product. However, our ability to obtain 180 days of generic marketing exclusivity may be dependent upon our ability to obtain FDA approval or tentative approval within an applicable time period of the FDA's acceptance of our ANDA. If we are unable to obtain approval or tentative approval within that time period, we may risk forfeiture of such marketing exclusivity. By contrast, if we are not a "first applicant" to challenge a listed patent for such a product, we may lose significant advantages to a competitor with 180-day exclusivity, even if we obtain FDA approval for our generic drug product. The same would be true in situations where we are required to share our exclusivity period with other ANDA sponsors with Paragraph IV certifications.

In the EU and other countries and regions, there is no exclusivity period for the first generic product. The Commission or national regulatory agencies may grant marketing authorizations to any number of generics.

If we are unable to navigate our products through the approval process in a timely manner, there could be an adverse effect on our product introduction plans, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We expend a significant amount of resources on R&D efforts that may not lead to successful product introductions.

Much of our development effort is focused on technically difficult-to-formulate products and/or products that require advanced manufacturing technology, including our biosimilars program and respiratory platform. We conduct R&D primarily to enable us to gain approval for, manufacture, and market pharmaceuticals in accordance with applicable laws and regulations. We also partner with third parties to develop products. Typically, research expenses related to the development of innovative or complex compounds and the filing of marketing authorization applications for innovative and complex compounds (such as NDAs and biosimilar applications in the U.S.) are significantly greater than those expenses associated with the development of and filing of marketing authorization applications for most generic products (such as ANDAs in the U.S. and abridged applications in Europe). As we and our partners continue to develop new and/or complex products, our research expenses will likely increase. Because of the inherent risk associated with R&D efforts in our industry, including the high cost and uncertainty of conducting clinical trials (where required) particularly with respect to new and/or complex drugs, our, or a partner's, R&D expenditures may not result in the successful introduction of new pharmaceutical products approved by the relevant regulatory bodies. Also, after we submit a marketing authorization application for a new compound or generic product, the relevant regulatory authority may change standards and/or request that we conduct additional studies or evaluations and, as a result, we may incur approval delays as well as R&D costs in excess of what we anticipated.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. We or our partners may experience delays in our ongoing or future clinical trials, and we do not know whether planned clinical trials will begin or enroll subjects on time, need to be redesigned, or be completed on schedule, if at all.

Clinical trials may be delayed, suspended or prematurely terminated for a variety of reasons. If we experience delays in the completion of, or the termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process, and jeopardize our ability to commence product sales and generate revenues. Any of these occurrences may harm our business, financial condition and prospects significantly. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates.

Finally, we cannot be certain that any investment made in developing products will be recovered, even if we are successful in commercialization. To the extent that we expend significant resources on R&D efforts and are not able, ultimately, to introduce successful new and/or complex products as a result of those efforts, there could be a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Even if our products in development receive regulatory approval, such products may not achieve expected levels of market acceptance.

Even if we are able to obtain regulatory approvals for our new products, the success of those products is dependent upon market acceptance. Levels of market acceptance for our products could be impacted by several factors, including but not limited to:

- the availability, perceived advantages, and relative safety and efficacy of alternative products from our competitors;
- the degree to which the approved labeling supports promotional initiatives for commercial success;
- the prices of our products relative to those of our competitors;
- the timing of our market entry;
- the effectiveness of our marketing, sales, and distribution strategy and operations; and
- other competitor actions, including legal actions.

Additionally, studies of the proper utilization, safety, and efficacy of pharmaceutical products are being conducted by the industry, government agencies, and others. Such studies, which increasingly employ sophisticated methods and techniques, can call into question the utilization, safety, and efficacy of previously marketed as well as future products. In some cases, such studies have resulted, and may in the future result, in the discontinuation or variation of product marketing authorizations or requirements for risk management programs, such as a patient registry. Any of these events could adversely affect our profitability, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

The development, approval process, manufacture and commercialization of biosimilar products involve unique challenges and uncertainties, and our failure to successfully introduce biosimilar products could have a negative impact on our business and future operating results.

We and our partners and suppliers are actively working to develop and commercialize biosimilar products. Although the BPCIA established a framework for the review and approval of biosimilar products and the FDA has begun to review and approve biosimilar product applications, there continues to be significant uncertainty regarding the regulatory pathway in the U.S., with the FDA continuing to issue and revise guidance related to its interpretation and implementation of the BPCIA. There is also uncertainty regarding the pathway to obtain approval for biosimilar products in other countries as well as uncertainty regarding the commercial pathway to successfully market and sell such products.

Moreover, biosimilar products generally involve extensive patent clearances and often involve patent infringement litigation related to multiple patents, which could delay or prevent the commercial launch of a biosimilar product for many years. If we are unable to obtain FDA or other non-U.S. regulatory authority approval for our products, we will be unable to market them. In addition, the development and manufacture of biosimilars pose unique challenges related to the supply of the materials needed to manufacture biosimilars. Access to and the supply of necessary biological materials may be limited, and government regulations restrict access to and regulate the transport and use of such materials.

Even if our biosimilar products are approved for marketing, the products may not be commercially successful, may require more time than expected to achieve market acceptance, and may not generate profits in amounts that are sufficient to

offset the amount invested to obtain such approvals. Market success of biosimilar products will depend on demonstrating to regulators, patients, physicians and payors (such as insurance companies) that such products are safe and effective yet offer a more competitive price or other benefit over existing therapies. In addition, manufacturers of biologic products may try to dissuade physicians from prescribing or accepting biosimilar products. We may not be able to generate future sales of biosimilar products in certain jurisdictions and may not realize the anticipated benefits of our investments in the development, manufacture and sale of such products. If our development efforts do not result in the development and timely approval of biosimilar products or if such products, once developed and approved, are not commercially successful, or upon the occurrence of any of the above risks, our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price could be materially adversely affected.

Our business is highly dependent upon market perceptions of us, our products and brands, and the safety and quality of our products and brands, as well as the effectiveness of our sales and marketing activities, and we may be adversely impacted by negative publicity or findings.

Market perceptions of us are very important to our business, especially market perceptions of our company, products, brands and the safety and quality of our products and brands. If we, our partners and suppliers, or our products or brands suffer from negative publicity, are subject to market withdrawal or recall or are proven to be, or are claimed to be, ineffective or harmful to consumers, then this could have a material adverse effect on our reputation and business. In addition, Viatris believes that maintaining and enhancing certain of its brands is important and often provides certain competitive advantages.

Viatris' sales and marketing efforts are anchored by promoting its products to physicians, pharmacists, clinics and hospitals. Therefore, Viatris' sales and marketing force, whether in-house sales representatives or third-party commercial partners, must possess a relatively high level of technical knowledge, up-to-date understanding of industry trends and expertise in the relevant therapeutic areas and products, as well as promotion and communication skills. Marketing, advertising and promotions may be expensive and may not achieve their intended benefits. If Viatris is unable to effectively train its in-house sales representatives and third-party commercial partners or monitor and evaluate their marketing performances, our sales and marketing may be less successful than desired. In addition, fewer in-person sales and marketing efforts as a result of restrictions put in place in order to contain the COVID-19 pandemic, or other similar limitations, may result in less successful sales and marketing activities.

Given our dependence on market perception and sales and marketing efforts, negative publicity associated with product or brand quality, patient illness, or other adverse effects resulting from, or perceived to be resulting from, our products or brands, or our partners' and suppliers' manufacturing facilities, or an inability to increase or maintain the effectiveness and efficiency of our sales and marketing activities could have a material adverse effect on our reputation, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

A significant portion of our revenues is derived from sales to a limited number of customers.

A significant portion of our revenues is derived from sales to a limited number of customers. If we were to experience a significant reduction in or loss of business with one or more such customers, or if one or more such customers were to experience difficulty in paying us on a timely basis, our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price could be materially adversely affected.

In addition, a significant amount of our sales are to a relatively small number of drug wholesalers and retail drug chains. These customers represent an essential part of the distribution chain of generic pharmaceutical products. Drug wholesalers and retail drug chains have undergone, and are continuing to undergo, significant consolidation. This consolidation has resulted in these groups gaining additional purchasing leverage and, consequently, increasing the product pricing pressures facing our business. We expect this trend of increased pricing pressures to continue. Additionally, the emergence of large buying groups representing independent retail pharmacies and the prevalence and influence of managed care organizations and similar institutions increases the negotiating power of these groups, enabling them to attempt to extract price discounts, rebates, and other restrictive pricing terms on our products. These factors could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We have a limited number of manufacturing facilities and certain third-party suppliers produce a substantial portion of our API and products, some of which require a highly exacting and complex manufacturing process.

A substantial portion of our capacity, as well as our current production, is attributable to a limited number of manufacturing facilities and certain third-party suppliers. A significant disruption at any one of such facilities within our internal or third-party supply chain, even on a short-term basis, whether due to the failure of a third-party supplier to fulfill the terms of their agreement with us, labor disruption, adverse quality or compliance observation, other regulatory action, infringement of brand or other third-party intellectual property rights, natural disaster, civil or political unrest, export or import

restrictions, or other events could impair our ability to produce and ship products to the market on a timely basis and could, among other consequences, subject us to exposure to claims from customers. Any of these events could have a material adverse effect on our reputation, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price. The adverse effects of any of these events could be exacerbated as a result of our previously announced global restructuring program, which we expect will involve closing, downsizing or divesting up to 15 manufacturing facilities globally. If we or our third-party suppliers' face significant manufacturing issues, this could lead to shutdowns, delays or product shortages, or to our being entirely unable to supply certain products to customers for an extended period of time. In addition, our facilities may be required to close for periods of time, be required to staff at reduced capacity, or suffer other manufacturing delays as the result of an outbreak of disease, epidemic or pandemic, such as the COVID-19 pandemic, in or near any of our facilities. Such shortages, delays or shutdowns have led and could continue to lead to significant losses of sales revenue, third-party litigation, or negative publicity. See also "*The pharmaceutical industry is heavily regulated, and we face significant costs and uncertainties associated with our efforts to comply with applicable laws and regulations."*

We purchase certain API and other materials and supplies that we use in our manufacturing operations, as well as certain finished products, from many different foreign and domestic suppliers. The price of API and other materials and supplies is subject to volatility, and in certain cases, we have listed only one supplier in our applications with regulatory agencies. There is no guarantee that we will always have timely, sufficient or affordable access to critical raw materials or finished product supplied by third parties, even when we have more than one supplier, which could lead to our or our partners' and suppliers' inability to supply sufficient quantities of our products to meet market demand. In addition, quality deficiencies in the products which we or our suppliers provide, or at our or their manufacturing facilities, have in the past and could in the future adversely impact our manufacturing and supply capabilities, cause supply interruptions, or lead to voluntary market withdrawals or product recalls. For example, the EU has implemented particularly stringent regulations with respect to manufacturing standards for API imported into Europe that place the certification requirement on the regulatory bodies of the exporting countries. An increase in the price, or an interruption in the supply, of a single-sourced or any other raw material, including the relevant API, or in the supply of finished product, could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

In connection with the Combination, Viatris entered into certain manufacturing and supply agreements with Pfizer. Reliance on Pfizer under those agreements entails risks related to regulatory and quality assurance (including cGMP compliance), unforeseen disruption of the manufacture or supply or our products, the possible breach of the agreement by Pfizer, the possible misappropriation of our proprietary information or the possible termination of the agreements at a time that is costly or inconvenient to Viatris, any of which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price. See also "*Viatris could incur operational difficulties or losses if we are unable to obtain the same types and level of services and resources that historically had been provided to the legacy Upjohn Business by Pfizer, if Pfizer is unable to perform under the agreements entered into as part of the Combination or if we are required to make payments to Pfizer pursuant to indemnities agreed to as part of the Combination*.

In addition, the manufacture of some of our products is a highly exacting and complex process, due in part to strict regulatory requirements. Problems may arise during manufacturing at our or our third-party suppliers' facilities for a variety of reasons, including, among others, equipment malfunction, failure to follow specific protocols and procedures, problems with raw materials, natural disasters, power outages, labor or other civil unrest, cybersecurity issues and environmental factors. If problems arise during the production of a batch of product, that batch of product may have to be discarded. This could, among other things, lead to increased costs, lost revenue, damage to customer relations, time and expense spent investigating the cause, and, depending on the cause, similar losses with respect to other batches or products. If problems are not discovered before the product is released to the market, recall and product liability costs may also be incurred.

If we or one of our suppliers experience any of the problems described above, such problems could have a material adverse effect on our reputation, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Our future success is highly dependent on our ability to attract, motivate and retain key personnel.

It is important that we attract, motivate and retain qualified personnel in order to develop and commercialize new products, manage our business, and compete effectively. Competition for qualified personnel in the pharmaceutical industry is intense. We may lose key personnel or may be unable to attract, retain and motivate qualified individuals, or the associated costs may increase. If we fail to attract, develop, incentivize and retain key scientific, technical, commercial, regulatory or management personnel, this could lead to loss of customers, business disruption, and a decline in revenues, adversely affect the progress of pipeline products, or otherwise adversely affect our operations. Additionally, while we work to ensure that we have effective plans in place for management succession, any anticipated or unanticipated management transition could create uncertainty, which could disrupt or result in changes to our strategy and have a negative impact on our business. Current or

prospective Viatris employees also may experience uncertainty about their future roles at the Company following the consummation and/or integration of recent acquisitions, including the Combination, our global restructuring program, or our other strategic initiatives or programs, which may adversely impact our ability to retain key personnel and other employees. If we are unsuccessful in retaining our key employees or enforcing certain post-employment contractual provisions such as confidentiality or non-competition provisions, it may have a material adverse impact on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Compliance Risks

We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, Chinese anti-corruption laws and similar worldwide anti-corruption laws, which impose restrictions on certain conduct and may carry substantial fines and penalties.

We are subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, Chinese anti-corruption laws and similar anti-corruption laws in other jurisdictions. These laws generally prohibit companies and their intermediaries from engaging in bribery or making other prohibited payments to government officials for the purpose of obtaining or retaining business, and some have record keeping requirements. The failure to comply with these laws could result in substantial criminal and/or monetary penalties. We operate in jurisdictions that have experienced corruption, bribery, pay-offs and other similar practices from time-to-time and, in certain circumstances, such practices may be local custom. We have implemented and trained relevant employees regarding internal control policies and procedures that mandate compliance with these anti-corruption laws. However, we cannot be certain that these policies and procedures will protect us against liability. There can be no assurance that our employees or other agents will not engage in such conduct for which we might be held responsible. If our employees or agents are found to have engaged in such practices, we could suffer severe criminal or civil penalties, reputational harm and other consequences that could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Our competitors, including branded pharmaceutical companies, and/or other third parties, may allege that we or our suppliers are infringing upon their intellectual property, including in an "at risk launch" situation, which could result in substantial monetary damages, impact our ability to launch a product and/or our ability to continue marketing a product, and/or force us to expend substantial resources in resulting litigation, the outcome of which is uncertain.

Companies that produce branded pharmaceutical products and other patent holders routinely bring litigation against entities selling or seeking regulatory approval to manufacture and market generic forms of their branded products, as well as other entities involved in the manufacture, supply, and other aspects relating to API and finished pharmaceutical products. These companies and other patent holders may allege patent infringement or other violations of intellectual property rights as the basis for filing suit against an applicant for a generic product as well as others who may be involved in some aspect of research, supply, production, distribution, testing, packaging or other processes. Litigation often involves significant expense and can delay or prevent introduction or sale of our generic products. If patents are held valid and infringed by our products in a particular jurisdiction, we and/or our supplier(s) or partner(s) may, unless we or the supplier(s) or partner(s) could obtain a license from the patent holder, need to cease manufacturing and other activities, including but not limited to selling in that jurisdiction. We may also need to pay damages, surrender or withdraw the product, or destroy existing stock in that jurisdiction.

There also may be situations, such as the decision to launch our insulin glargine and dimethyl fumarate products, where we use our business judgment and decide to market and sell products directly or through third parties, notwithstanding the fact that allegations of patent infringement(s) and other third-party rights have not been finally resolved by the courts (i.e., an "at-risk launch"). The risk involved in doing so can be substantial because the remedies available to the owner of a patent for infringement may include, among other things, a reasonable royalty on sales, damages measured by the profits lost by the patent holder, or by profits earned by the infringer. If there is a finding by a court of willful infringement, the definition of which is subjective, such damages may be increased by up to three times. Moreover, because of the discount pricing typically involved with bioequivalent products, patented branded products generally realize a substantially higher profit margin than generic or biosimilar products. An adverse decision in a case such as this, or a judicial order preventing us or our suppliers and partners from manufacturing, marketing, selling, and/or other activities necessary to the manufacture and distribution of our products, could result in substantial penalties, and/or have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We rely on the effectiveness of our patents, trademarks, confidentiality agreements and other measures to protect our intellectual property rights.

Our ability to commercialize any branded product successfully will largely depend upon our or any partner's or supplier's ability to obtain, maintain and enforce patents and trademarks of sufficient scope to lawfully prevent third parties from developing and/or marketing infringing products. In the absence of adequate intellectual property protections or other barriers to entry, competitors may adversely affect our branded products business by independently developing and/or

marketing substantially equivalent products. It is also possible that we could incur substantial costs if we initiate litigation against others to protect or enforce our intellectual property rights.

We may file patent filings covering the API, formulation, methods of making, and/or methods of using for our branded products and branded product candidates. We may not be issued patents based on patent applications already filed or that we file in the future. Further, due to other factors that affect patentability, and if patents are issued, they may be insufficient in scope to protect our branded products from generic competition, as generics may be able to design around our patents. Patents are national in scope and therefore the issuance of a patent in one country does not ensure the issuance of a patent in any other country. Furthermore, the patent position of companies in the pharmaceutical industry generally involves complex legal and factual questions and has been and remains the subject of significant litigation. Legal standards relating to scope and validity of patent claims are evolving and may differ in various countries. Any patents we have obtained, or obtain in the future, may be challenged, invalidated or circumvented. Moreover, the U.S. Patent and Trademark Office or any other governmental agency may commence or institute post-grant review, inter partes review, interference proceedings, or other challenges to our patents or patent applications. Although many of our products do not have patent protection, we continue to take steps to defend our patents for certain of our products. For example, many companies launched a generic to Lyrica in Japan in December 2020 despite pending patent litigation and the fact that these patents expire in July 2022. The patent litigation remains ongoing and we are taking legal steps to preserve the ability to exclusively provide to patients and physicians through patent expiry in July 2022.

In addition, branded products often have market viability based upon the goodwill of the product name, which typically is the subject of a trademark registration or filing. Our branded products may therefore also be subject to risks related to the loss of a trademark or patent or to competition from generic or other branded products. Challenges can come from other businesses, individuals or governments, and governments could require compulsory licensing of our intellectual property. Any challenge to, or invalidation or circumvention of, our intellectual property (including patents or patent applications, copyrights and trademark protection) would be costly, would require significant time and attention of our management, and could cause a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We also rely on trade secrets, unpatented proprietary know-how, trade dress, regulatory exclusivity and continuing technological innovation that we seek to protect, in part by confidentiality agreements with licensees, suppliers, employees and consultants. These measures may not provide adequate protection for our unpatented technology. If these agreements are breached, it is possible that we will not have adequate remedies. Disputes may arise concerning the ownership of intellectual property or the applicability of confidentiality agreements. Furthermore, our trade secrets and proprietary technology may otherwise become known or be independently developed by our competitors or we may not be able to maintain the confidentiality of information relating to such products.

Our ability to enforce intellectual property rights also depends on the laws of individual countries, each country's practices with respect to enforcement of intellectual property rights, and the extent to which certain countries may seek to engage in policies or practices that may weaken its intellectual property framework (e.g., a policy of routine compulsory licensing, or threat of compulsory licensing, of pharmaceutical intellectual property). If we are unable to adequately protect our technology, trade secrets or proprietary know-how, or enforce our intellectual property rights, this could cause a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Our reporting and payment obligations related to our participation in U.S. federal healthcare programs, including Medicare, Medicaid and the VA, are complex and often involve subjective decisions that could change as a result of new business circumstances, new regulations or agency guidance, or advice of legal counsel. Any failure to comply with those obligations could subject us to investigation, penalties, and sanctions.

U.S. federal laws regarding reporting and payment obligations with respect to a pharmaceutical company's participation in federal healthcare programs, including Medicare, Medicaid and the VA, are complex. Because our processes for calculating applicable government prices and the judgments involved in making these calculations involve subjective decisions and complex methodologies, these calculations are subject to risk of errors and differing interpretations. In addition, they are subject to review and challenge by the applicable governmental agencies, and it is possible that such reviews could result in changes that may have material adverse legal, regulatory, or economic consequences.

Any governmental agencies or authorities that have commenced, or may commence, an investigation of us relating to the sales, marketing, pricing, quality, or manufacturing of pharmaceutical products could seek to impose, based on a claim of violation of anti-fraud and false claims laws or otherwise, civil and/or criminal sanctions, including fines, penalties, and possible exclusion from federal healthcare programs, including Medicare, Medicaid and/or the VA. Some of the applicable laws may impose liability even in the absence of specific intent to defraud. Furthermore, should there be ambiguity with regard to how to properly calculate and report payments—and even in the absence of any such ambiguity—a governmental authority may

take a position contrary to a position we have taken, and may impose or pursue civil and/or criminal sanctions. Governmental agencies may also make changes in program interpretations, requirements or conditions of participation, some of which may have implications for amounts previously estimated or paid. There can be no assurance that our submissions will not be found by CMS or the VA to be incomplete or incorrect. Any failure to comply with the above laws and regulations, and any such penalties or sanctions could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We are involved in various legal proceedings and certain government inquiries and may experience unfavorable outcomes of such proceedings or inquiries.

We are or may be involved in various legal proceedings and certain government inquiries or investigations, including, but not limited to, patent infringement, product liability, personal injury, securities fraud, claims with respect to the manufacture, sale marketing and distribution of opioid products, antitrust matters, breach of contract, and claims involving Medicare, Medicaid and/or VA reimbursements, or laws relating to sales, marketing, and pricing practices. These proceedings may involve claims for, or the possibility of, fines and penalties involving substantial amounts of money or other relief, including but not limited to civil or criminal fines and penalties and exclusion from participation in various government healthcare-related programs.

Viatris is subject to investigations and extensive regulation by government agencies in the United States, China and other developed markets and emerging markets in which we operate. Criminal charges, substantial fines and/or civil penalties, limitations on Viatris' ability to conduct business in applicable jurisdictions, as well as reputational harm and increased public interest in the matter could result from government investigations With respect to government enforcement of state and federal laws, including antitrust laws, as well as private plaintiff litigation of so-called "pay for delay" patent settlements, large verdicts, settlements or government fines are possible, especially in the U.S. and EU. Additionally, there is a possibility that the U.S. federal government, or state legislatures, could enact legislation to limit patent settlements between pharmaceutical companies and deem such patent agreements as anticompetitive. Such a change could impact our ability to launch generic products prior to the originator's patent expiry.

In connection with the Combination, the Company has generally assumed liability for, and control of, pending and threatened legal matters relating to the Upjohn Business and has agreed to indemnify Pfizer for liabilities arising out of such assumed legal matters. Pfizer, however, has agreed to retain various matters – including certain specified competition law matters – to the extent they arise from conduct during the pre-Distribution period and has agreed to indemnify the Company for liabilities arising out of such matters. If Pfizer were to dispute its retention of these matters, or if there is an adverse outcome in the matters that Pfizer has agreed to retain, this could have an adverse impact on Viatris. In addition, Viatris has agreed to pay Pfizer an amount equal to 57% of any losses actually incurred or suffered by Viatris, its predecessors or subsidiaries, since July 29, 2019, arising out of third-party actions relating to the manufacture, distribution, marketing, promotion or sale of opioids by or on behalf of Viatris, its predecessors or subsidiaries. If any of these legal proceedings or inquiries were to result in an adverse outcome, the impact could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Emerging developments in the U.S. legal landscape relative to the liability of generic pharmaceutical manufacturers for certain product liabilities claims could increase our exposure to litigation costs and damages. Although we maintain a combination of self-insurance and commercial insurance, no reasonable amount of insurance can fully protect against all risks because of the potential liability inherent in the business of producing pharmaceuticals for human consumption. To the extent that a loss occurs, depending on the nature of the loss and the level of insurance coverage maintained, it could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

In addition, in limited circumstances, entities that we have acquired are party to litigation in matters under which we are, or may be, entitled to indemnification by the previous owners. Even in the case of indemnification, there are risks inherent in such indemnities and, accordingly, there can be no assurance that we will receive the full benefits of such indemnification, or that we will not experience an adverse result in a matter that is not indemnified, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Refer to Note 19 *Litigation* included in Part II, Item 8 in this Form 10-K for further discussion of certain proceedings and litigation matters.

If we fail to comply with our corporate integrity agreement, we could be subject to substantial penalties and exclusion from participation in federal healthcare programs.

In August 2017, Mylan Inc. and Mylan Specialty L.P., then subsidiaries of Mylan and now subsidiaries of Viatris, entered into the CIA") with the OIG-HHS. The CIA has a five-year term and requires, among other things, enhancements to our

compliance program, fulfillment of reporting and monitoring obligations, management certifications and resolutions from Mylan Inc.'s board, as well as that an independent review organization annually review various matters relating to the Medicaid Drug Rebate Program, among other things. If we fail to comply with the CIA, the OIG-HHS may impose substantial monetary penalties or exclude us from federal healthcare programs, including Medicare, Medicaid or the VA, which could have a material adverse effect on our business, financial condition and results of operations.

We are increasingly dependent on IT and our systems and infrastructure face certain risks, including cybersecurity and data leakage risks.

Significant disruptions to our IT systems or breaches of information security could adversely affect our business. We are increasingly dependent on sophisticated IT systems and infrastructure to operate our business. We also have outsourced significant elements of our operations to third parties, including as part of our TSAs with Pfizer. Some of these third parties are outside the U.S., including significant elements of our IT infrastructure, and as a result we are managing many independent vendor relationships with third parties who may or could have access to our confidential information. The size and complexity of our IT systems, and those of our third-party vendors with whom we contract, make such systems potentially vulnerable to service interruptions. In addition, we and our vendors have experienced and expect to continue to experience phishing attempts, firewall and business email compromises and other third-party attacks on our or our vendors' IT systems, networks and infrastructures. Such attacks are increasingly sophisticated and are made by groups and individuals with a wide range of motives and expertise, including state and quasi-state actors, criminal groups, "hackers" and others. Any security breach or other disruption to our or our vendors' IT infrastructure could also interfere with or disrupt our business operations, including our manufacturing, distribution, R&D, sales and/or marketing activities.

In the ordinary course of business, we and our vendors collect, store and transmit large amounts of confidential information (including trade secrets or other intellectual property, proprietary business information and personal information), and it is critical that we do so in a secure manner to maintain the confidentiality and integrity of such confidential information. The size and complexity of our and our vendors' systems and the large amounts of confidential information that is present on them also makes them potentially vulnerable to security breaches from inadvertent or intentional actions by our employees, partners or vendors, or from attacks by malicious third parties. Maintaining the security, confidentiality and integrity of this confidential information (including trade secrets or other intellectual property, proprietary business information and personal information) is important to our competitive business position. However, such information can be difficult to protect. While we have taken steps to protect such information, and to ensure that the third-party vendors' on which we rely have taken adequate steps to protect such information, there can be no assurance that our or our vendors' efforts will prevent service interruptions or security breaches in our systems or the unauthorized or inadvertent wrongful use or disclosure of confidential or material non-public information that could adversely affect our business operations or result in the loss, misappropriation, and/or unauthorized access, use or disclosure of, or the prevention of access to, confidential information.

A breach of our or our vendors' security measures or the accidental loss, inadvertent disclosure, unapproved dissemination, misappropriation or misuse of trade secrets, proprietary information, or other confidential information, whether as a result of theft, hacking, fraud, trickery or other forms of deception, or for any other cause, could enable others to produce competing products, use our proprietary technology or information, and/or adversely affect our business position. Further, any such interruption, security breach, or loss, misappropriation, and/or unauthorized access, use or disclosure of confidential information, including personal information regarding our patients and employees, could result in financial, legal, business, and reputational harm to us and could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We are subject to data privacy and security laws and regulations in many different jurisdictions and countries where we do business, and our or our vendors' inability to comply could result in fines, penalties, or reputational damage, and could impact the way we operate our business.

We are subject to federal, state and international data privacy and security laws and regulations governing the collection, use, disclosure, transmission and protection of personal information, including health-related information. As the legislative and regulatory landscape for data privacy and security continues to evolve around the world, there has been an increasing focus on data privacy and security matters that may affect our business.

In the U.S., HIPAA governs the use, disclosure, and security of protected health information by HIPAA covered entities and business associates. Several U.S. states have enacted, or proposed, data privacy laws and regulations governing the confidentiality, security, use and disclosure of personal information, which may impose greater restrictions than federal data privacy and security laws and regulations. For example, the state of California adopted the CCPA, which took effect on January 1, 2020, and California voters approved the California Privacy Rights Act in November 2020, which will be effective on January 1, 2023. These laws provide California consumers with increased privacy rights and protections with respect to their personal information, including, among others, the right to know what personal information is collected, used, shared, or sold

and a right to deletion of personal information held by businesses and businesses' service providers. We may also be subject to other state data privacy and security breach notification laws, state health information privacy laws, and federal and state consumer protection laws which impose requirements for the collection, use, disclosure, transmission and protection of personal information. Each of these laws are subject to varying interpretations by courts and regulatory or government agencies, creating complex compliance issues for us. If we, or the third-party vendors on which we rely, fail to comply with applicable laws and regulations we could be subject to fines, penalties or sanctions, including criminal penalties.

Outside of the U.S., data protection laws, including China's Cybersecurity Law, the EU's GDPR, EU member states implementing regulations, and other jurisdictional data protection laws and regulations impose significant compliance obligations on our organization. The GDPR contains data protection requirements in the EU and imposes a framework of obligations and restrictions governing the collection, processing, and the transmission of personal data to jurisdictions outside of the EU. The GDPR affords individuals with a series of privacy rights related to the collection, processing, and transmission of their personal data. The GDPR imposes significant compliance obligations, including required processes and policies governing our collection, transmission, processing and use of individuals personal data. In addition, the GDPR includes significant penalties for non-compliance, with fines up to the higher of €20 million or 4% of total annual worldwide revenue. In general, GDPR, and other data protection laws and regulations, could require adaptation of our technologies or practices to satisfy local country data protection requirements and standards.

Other countries in which we operate, including Australia, Canada, China, India, Japan, Russia and South Africa, have, or are developing, laws and regulations governing the collection, use, securing and transmission of personal information as well that may affect our business or require us to adapt our technologies or practices. Recently, Brazil enacted significant data privacy legislation, the Lei Geral de Protecaode Dados, which became effective in August 2020. Other countries, including India, Russia and Korea, are considering legislation implementing data protection requirements or requiring local storage and processing of data or similar requirements.

These and similar initiatives could increase the cost of developing, implementing or maintaining our IT systems, require us to allocate more resources to compliance initiatives or increase our costs. In addition, a failure by us, or our third-party vendors, to comply with applicable data privacy and security laws may lead to government enforcement actions and private litigation, which could result in financial, legal, business, and reputational harm to us and could have a material adverse effect on the way we operate our business, our financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Increasing scrutiny and evolving expectations from customers, regulators, investors, and other stakeholders with respect to our environmental, social and governance practices may impose additional costs on us or expose us to new or additional risks.

Companies are facing increasing scrutiny from customers, regulators, investors, and other stakeholders related to their environmental, social and governance practices and disclosure. Investor advocacy groups, investment funds and influential investors are also increasingly focused on these practices, especially as they relate to the environment, climate change, health and safety, supply chain management, diversity, labor conditions and human rights, both in our own operations and in our supply chain. Failure to adapt to or comply with regulatory requirements or investor or stakeholder expectations and standards could negatively impact our reputation, ability to do business with certain partners, access to capital, and our stock price.

In addition, a growing number of our customers, including certain government purchasers, have adopted, or may adopt, procurement policies that include social and environmental requirements, including, for example, requirements to conduct third party audits, or these customers may seek to include such provisions in their procurement contract terms and conditions. These social and environmental responsibility provisions and initiatives are subject to change, vary from jurisdiction to jurisdiction, and certain elements may be difficult and/or cost prohibitive for us to comply with given the inherent complexity of our external supply chain and the global scope of our operations. In certain circumstances, in order to meet the requirements or standards of our customers, we may be obligated to modify our sourcing practices or make other operational choices which may require additional investments and increase our costs or result in inefficiencies. Alternatively, we may be ineligible to participate in bids or tenders in certain markets, which may result in lost sales and revenues.

Any of the factors mentioned above, or the perception that we or our suppliers or contract manufacturers have not responded appropriately to the growing concern for such issues, regardless of whether we are legally required to do so, may damage our reputation and have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Finance Risks

Viatris' future dividend payments cannot be guaranteed.

Although Viatris intends to pay quarterly dividends to its stockholders commencing in 2021, there is no assurance that Viatris will declare and pay, or have the ability to declare and pay, any dividends on its common stock in the future. Whether dividends will be paid, and the amount and frequency of any such dividend payments, will depend upon a number of factors, including Viatris' results of operation, cash flows, financial position, competitive or commercial developments, contractual or statutory restrictions and any other factors considered relevant by the Viatris Board. Such payments, and the amount and frequency thereof, are also subject to the other risks set forth in these risk factors. In addition, payment of a cash dividend will reduce the amount of cash available to the Company for other activities, including repayment of debt, investment in the business or other capital expenditures.

If the intercompany terms of cross border arrangements that we have among our subsidiaries are determined to be inappropriate or ineffective, our tax liability may increase.

We have potential tax exposures resulting from the varying application of statutes, regulations, and interpretations which include exposures on intercompany terms of cross-border arrangements among our subsidiaries (including intercompany loans, sales, and services agreements) in relation to various aspects of our business, including manufacturing, marketing, sales, and delivery functions. Although we believe our cross-border arrangements among our subsidiaries are based upon internationally accepted standards and applicable law, tax authorities in various jurisdictions may disagree with and subsequently challenge the amount of profits taxed in their country, which may result in increased tax liability, including accrued interest and penalties, which would cause our tax expense to increase and could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We may not be able to maintain competitive financial flexibility and our corporate tax rate which could adversely affect us and our shareholders.

We believe that our structure and operations give us the ability to achieve competitive financial flexibility and a competitive worldwide effective corporate tax rate. We must make material assumptions underlying our expected tax rates, including regarding the effect of certain internal reorganization transactions, including various intercompany transactions. We cannot give any assurance as to what our effective tax rate will be, however, because of, among other reasons, uncertainty regarding the tax policies of the jurisdictions where we operate, potential changes of laws and interpretations thereof, and the potential for tax audits or challenges. Our actual effective tax rate may vary from our expectation and that variance may be material. Furthermore, the tax laws of other jurisdictions could change in the future, and such changes could cause a material change in our effective tax rate.

In addition, we have invested in a number of clean energy operations capable of producing refined coal that we believe qualify for tax credits under Section 45 of the Code. However, our clean energy investments may not yield the tax credits that we expect them to produce, whether as a result of a failure to satisfy the applicable conditions, changes in IRS rules or interpretation, or a decrease in demand for coal. Congress could also modify or repeal Section 45 of the Code and remove the tax credits retroactively. In the past we have impaired the value of certain of our clean energy investments and terminated others. The ability to claim tax credits under these provisions is set to expire in 2021 and may not be renewed.

Any of the factors discussed above could materially increase our overall effective income tax rate and income tax expense and could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Unanticipated changes in our tax provisions or exposure to additional income tax liabilities and changes in income tax laws and tax rulings may have a significant adverse impact on our effective tax rate and income tax expense.

We are subject to income taxes in many jurisdictions. Significant analysis and judgment are required in determining our worldwide provision for income taxes. In the ordinary course of business, there are many transactions and calculations where the ultimate tax determination is uncertain. We are currently subject to tax audits and investigations in several jurisdictions, and may be subject to other audits and investigations in the future. The final determination of any tax audits or related litigation could be materially different from our income tax provisions and accruals.

Additionally, changes in the effective tax rate as a result of a change in the mix of earnings in countries with differing statutory tax rates, changes in our overall profitability, changes in the valuation of deferred tax assets and liabilities, the results of audits and the examination of previously filed tax returns by taxing authorities, and continuing assessments of our tax exposures could impact our tax liabilities and affect our income tax expense, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Currency fluctuations and changes in exchange rates could adversely affect our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Although we report our financial results in U.S. Dollars, a significant portion of our revenues, indebtedness and other liabilities and our costs are denominated in non-U.S. currencies, including among others the Chinese Renminbi, Euro, Swedish Krona, Indian Rupee, Korean Won, Japanese Yen, Australian Dollar, Canadian Dollar, British Pound Sterling and Brazilian Real. Our results of operations and, in some cases, cash flows, have in the past been and may in the future be adversely affected by certain movements in currency exchange rates. Defaults or restructurings in other countries could have a similar adverse impact. In addition, there remains significant international pressure on the Chinese government to adopt a more flexible currency policy, including from the U.S. government, which designated China as a "currency manipulator" in August 2019 and subsequently removed such designation in January 2020, which could result in greater fluctuation of the Renminbi against the U.S. dollar. From time to time, we may implement currency hedges intended to reduce our exposure to changes in foreign currency exchange rates. However, our hedging strategies may not be successful, and any of our unhedged foreign exchange exposures will continue to be subject to market fluctuations.

In addition, Viatris also faces risks arising from currency devaluations and the imposition of cash repatriation restrictions and exchange controls. Currency devaluations result in a diminished value of funds denominated in the currency of the country instituting the devaluation. Cash repatriation restrictions and exchange controls may limit our ability to convert foreign currencies into U.S. dollars or to remit dividends and other payments by its foreign subsidiaries or businesses located in or conducted within a country imposing restrictions or controls. For example, in China the conversion of currency in the "capital account" (e.g., capital items such as direct investments or loans) requires the approval of the State Administration for Foreign Exchange in China or its local branches which could materially and adversely affect the ability of our Chinese operating subsidiaries and affiliated companies to obtain foreign currencies through equity financing or for capital expenditures, therefore impeding our overall business operations. While we currently have no need, and do not intend, to repatriate or convert cash held in countries that have significant restrictions or controls in place, should we need to do so to fund our operations, we may be unable to repatriate or convert such cash, or be unable to do so without incurring substantial costs.

The occurrence of any of the above risks could cause a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We have significant indebtedness, which could lead to adverse consequences or adversely affect our financial position and prevent us from fulfilling our obligations under such indebtedness, and any refinancing of this debt could be at significantly higher interest rates.

Our level of indebtedness could have important consequences, including but not limited to:

- increasing our vulnerability to general adverse economic and industry conditions;
- requiring us to dedicate a substantial portion of our cash flow from operations to make debt service payments, thereby reducing the availability of cash flow to fund working capital, capital expenditures, acquisitions and investments, dividend payments and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, challenges and opportunities, and changes in our businesses and the markets in which we operate;
- limiting our ability to obtain additional financing to fund our working capital, capital expenditures, acquisitions and debt service requirements and other financing needs;
- increasing our vulnerability to increases in interest rates in general because a substantial portion of our indebtedness bears interest at floating rates;
- increasing our exposure to currency fluctuations, since a significant portion of our indebtedness is denominated in currencies other than the U.S. dollar, such as our Euro and Japanese yen denominated debt; and
- placing us at a competitive disadvantage to our competitors that have less debt.

Our ability to service our indebtedness will depend on our future operating performance and financial results, which will be subject, in part, to factors beyond our control, including interest rates, general economic, financial and business conditions and impacts of the COVID-19 pandemic. If we do not have sufficient cash flow to service our indebtedness, including the repayment of significant near-term indebtedness, we may need to refinance all or part of our existing indebtedness, borrow more money or sell securities or assets, some or all of which may not be available to us at acceptable terms or at all. In addition, we may need to incur additional indebtedness in the future in the ordinary course of business. Although the terms of our credit agreements and our bond indentures allow us to incur additional debt, this is subject to certain limitations which may preclude us from incurring the amount of indebtedness we otherwise desire.

Although Viatris expects to maintain an investment grade credit rating, a downgrade in the credit rating of Viatris or any indebtedness of Viatris or its subsidiaries could increase the cost of further borrowings or refinancings of such indebtedness, limit access to sources of financing in the future or lead to other adverse consequences.

If we incur additional debt, the risks described above could intensify. If global credit markets contract, future debt financing may not be available to us when required or may not be available on acceptable terms or at all, and as a result we may be unable to grow our business, take advantage of business opportunities, respond to competitive pressures or satisfy our obligations under our indebtedness. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

From time to time, we issue variable rate debt based on LIBOR or undertake interest rate swaps that contain a variable element based on LIBOR. While the FCA had announced that it intended to phase out LIBOR as a benchmark by the end of 2021, the administrator of LIBOR announced in November 2020 its intention to consult on ceasing publication of one-week and two-month U.S. dollar LIBOR settings at the end of 2021 and ceasing publication of the remaining overnight and one-, three-, six- and 12-month U.S. dollar LIBOR settings at the end of June 2023. While the proposal is not yet final, the FCA and other similar entities have supported this announcement and issued additional guidance. U.S. federal banking agencies also issued a joint statement in November 2020 encouraging banks to stop using LIBOR for new contracts as soon as possible but in any event by the end of the year. As of December 31, 2020, less than 5% of our outstanding debt is linked to LIBOR. Our credit facilities provide that, should LIBOR cease to exist, we may amend the credit facilities to replace LIBOR with (i) in the case of U.S. dollars, one or more rates based on SOFR or (ii) another alternate benchmark rate giving due consideration to any evolving or then existing convention for similarly syndicated credit facilities syndicated in the U.S. and denominated in the applicable currency for such alternative benchmarks and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar syndicated credit facilities syndicated in the U.S. and denominated in the applicable currency for such benchmarks. SOFR or any other benchmark replacement may not be the economic equivalent of LIBOR or achieve market acceptance similar to LIBOR. As a result, our interest expense could increase. In addition, the overall financial market may be disrupted and there could be significant increases in benchmark rates or borrowing costs to borrowers as a result of the phase-out or replacement of LIBOR. Disruption in the financial market, significant increases in benchmark rates or borrowing costs or our inability to renegotiate agreements on favorable terms could have a material adverse effect on our business, financing activities, financial condition and operations.

Our credit facilities, senior unsecured notes, commercial paper program, other outstanding indebtedness and any additional indebtedness we incur in the future impose, or may impose, significant operating and financial restrictions on us. These restrictions limit our ability to, among other things, incur additional indebtedness, make investments, pay certain dividends, prepay other indebtedness, sell assets, incur certain liens, enter into agreements with our affiliates or restricting our subsidiaries' ability to pay dividends, merge or consolidate. In addition, our credit facilities require us to maintain specified financial ratios. A breach of any of these covenants or our inability to maintain the required financial ratios could result in a default under the related indebtedness. If a default occurs, the relevant lenders could elect to declare our indebtedness, together with accrued interest and other fees, to be immediately due and payable. These factors could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

There are inherent uncertainties involved in estimates, judgments and assumptions used in the preparation of financial statements in accordance with U.S. GAAP. Any future changes in estimates, judgments and assumptions used or necessary revisions to prior estimates, judgments or assumptions or changes in accounting standards could lead to a restatement or revision to previously issued financial statements.

The consolidated and condensed consolidated financial statements included in the periodic reports we file with the SEC are prepared in accordance with U.S. GAAP. The preparation of financial statements in accordance with U.S. GAAP involves making estimates, judgments and assumptions that affect reported amounts of assets, liabilities, revenues, expenses and income. Estimates, judgments and assumptions are inherently subject to change in the future and any necessary revisions to prior estimates, judgments or assumptions could lead to a restatement. Furthermore, although we have recorded reserves for litigation related contingencies based on estimates of probable future costs, such litigation related contingencies could result in substantial further costs. Also, any new or revised accounting standards may require adjustments to previously issued financial statements. Any such changes could result in corresponding changes to the amounts of liabilities, revenues, expenses and income and could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

We must maintain adequate internal controls and be able to provide an assertion as to the effectiveness of such controls on an annual basis.

Effective internal controls are necessary for us to provide reasonable assurance with respect to our financial reports. We spend a substantial amount of management and other employee time and resources to comply with laws, regulations and standards relating to corporate governance and public disclosure. In the U.S., such regulations include the Sarbanes-Oxley Act of 2002, SEC regulations and the NASDAQ listing standards. In particular, Section 404 of the Sarbanes-Oxley Act of 2002 requires management's annual review and evaluation of our internal control over financial reporting and attestation as to the effectiveness of these controls by our independent registered public accounting firm. If we fail to maintain the adequacy of our

internal controls, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal control over financial reporting. Additionally, internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls, or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. In addition, projections of any evaluation of effectiveness of internal control over financial reporting to future periods are subject to the risk that the control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, this could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

There is a limited carveout offered by the SEC staff in its published Frequently Asked Questions on Management's Report on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports (revised September 24, 2007) that allows an acquired business to be excluded from management's annual report on internal control over financial reporting in circumstances where it is not possible to conduct an assessment of the acquired business's internal controls and less than a year has passed since an acquisition. While we have availed ourselves of this relief with respect to the Upjohn Business for purposes of management's annual report on internal control over financial reporting as of December 31, 2020 and were otherwise able to conclude that our internal control over financial reporting was effective as of such date, there can be no assurance that our exclusion of internal controls at the Upjohn Business from our assessment will not be met with negative market reaction and will not have an adverse effect on our stock price.

In addition, with respect to next year's report, it is possible that we may experience delays in implementing or be unable to implement necessary internal controls and procedures with respect to the Upjohn Business or we may encounter problems or delays in completing the implementation of any requested improvements in connection with the attestation process required of our independent registered public accounting firm pursuant to Section 404. Accordingly, either we or our independent registered public accounting firm (or both) may conclude that our internal controls are ineffective because of a material weakness in internal controls at Upjohn Business, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Viatris could suffer additional losses due to asset impairment charges.

Viatris has significant amounts of goodwill and intangible assets on its balance sheet. Viatris expects to test goodwill for impairment during the second quarter of every fiscal year, and on an interim date should events or changes in circumstances indicate the carrying value of goodwill may not be recoverable in accordance with ASC 350 "Goodwill and Other Intangible Assets." If the fair value of a reporting unit is revised downward due to declines in business performance or other factors, an impairment under ASC 350 could result and a non-cash charge could be required. Viatris expects to test intangible assets with finite lives for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. This assessment of the recoverability of finite-lived intangible assets could result in an impairment and a non-cash charge could be required. Such impairments could materially affect Viatris' reported net earnings, business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Viatris may be adversely affected by disruptions in the credit markets, including disruptions that reduce customers' access to credit and increase the costs to customers of obtaining credit.

The credit markets have historically been volatile and therefore it is not possible to predict the ability of Viatris' customers to access short-term financing and other forms of capital. If a disruption in the credit markets were to occur, Viatris could be unable to refinance its outstanding indebtedness on reasonable terms or at all. Such a disruption could also pose a risk to Viatris' business if customers or suppliers are unable to obtain financing to meet their payment or delivery obligations. In addition, customers may decide to downsize, defer or cancel contracts which could negatively affect our revenue.

Further, Viatris had approximately $1.7 billion of floating rate debt as of December 31, 2020. A one percentage point increase in the average interest rate of this debt would increase the combined interest expense by approximately $17 million per year. Accordingly, a spike in interest rates would adversely affect our results of operations and cash flows.

In connection with the Combination, Viatris assumed or retained certain material obligations relating to defined benefit pension and termination benefits and retiree medical and dental benefits associated with legacy employees of the Upjohn Business and/or sponsored by Upjohn entities. These liabilities and the related future funding obligations could restrict cash available for Viatris' operations, capital expenditures, dividend payments and other requirements, and may materially adversely affect Viatris' financial condition and liquidity.

In connection with the Combination, Viatris assumed material pension obligations associated with the Upjohn Business. In particular, Viatris retained all liabilities relating to the Puerto Rico defined benefit pension plans and Pfizer Puerto

Rico Retiree Medical and Dental Plan. In addition, with respect to non-U.S. defined benefit pension and termination benefit plans, Viatris generally established or designated plans similar to the Pfizer plans to assume assets and liabilities for the benefit of legacy employees of the Upjohn Business. Viatris also retained liabilities for legacy employees of the Upjohn Business who participate in the Japan defined benefit pension plan, to the extent such employees were employed by the Upjohn Business on the date of the Combination. Each of these liabilities and the related future payment obligations could restrict cash available for Viatris' operations, capital expenditures, dividend payments and other requirements, and may materially affect Viatris' financial condition and liquidity.

General Risks

The market price of our common stock may be volatile, and the value of your investment could materially decline.

Investors who hold shares of Viatris common stock may not be able to sell their shares at or above the price at which they acquired them. The price of Viatris' common stock may fluctuate materially from time to time, including as a result of the other risks described herein, and we cannot predict the price of our common stock at any given time. In addition, the stock market in general, including the market for pharmaceutical companies, has experienced significant price and volume fluctuations which may materially harm the market price of our common stock, regardless of our operating performance. In addition, the price of our common stock may be affected by the valuations and recommendations of the analysts who cover us, and if our results do not meet the analysts' forecasts and expectations, the price of our common stock could decline as a result of analysts lowering their valuations and recommendations or otherwise. Following periods of volatility in the market and/or in the price of a company's stock, securities class-action litigation actions have been instituted against companies (including Mylan) and may be instituted against us in the future. Such litigation may result in substantial costs and diversion of management's attention and resources, which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price. In addition, if we or our stockholders offer or sell shares of our common stock or securities convertible into or exchangeable or exercisable for shares of our common stock, this or the possibility thereof may depress the future trading price of our common stock and the voting power of our then existing stockholders may be diluted if such a transaction were to occur.

The expansion of social media platforms presents new risks and challenges.

To the extent that we seek to use social media tools as a means to communicate about our products and/or business, there are uncertainties as to the rules that apply to such communications, or as to the interpretations that authorities will apply to the rules that exist. As a result, despite our efforts to monitor evolving social media communication guidelines and comply with applicable rules, there is risk that our use of social media for such purposes may cause us to be found in violation of them. Our employees may knowingly or inadvertently make use of social media tools in ways that may not be aligned with our social media strategy, may give rise to liability, or could lead to the loss of material non-public information, trade secrets or other intellectual property, or public exposure of personal information (including sensitive personal information) of our employees, clinical trial patients, customers, and others. In addition, negative posts or comments about us on any social media website could damage our reputation. Any of the above risks could have a material adverse effect on our business, reputation, financial condition, results of operations, cash flows, and/or stock price.

Provisions in the Viatris Charter and Viatris Bylaws and of applicable law may prevent or delay an acquisition of Viatris, which could decrease the trading price of Viatris common stock.

The Viatris Charter, Viatris Bylaws and Delaware law contain provisions that may have the effect of deterring takeovers by making such takeovers more expensive to the acquiror and by encouraging prospective acquirors to negotiate with the Viatris Board rather than to attempt a hostile takeover. These provisions include the division of the Viatris Board into three classes of directors until the 2023 annual meeting of Viatris stockholders, which could have the effect of making the replacement of incumbent directors more time-consuming and difficult, rules regarding how stockholders may present proposals or nominate directors for election at stockholder meetings and the right of the Viatris Board to issue preferred stock without stockholder approval. Delaware law also imposes some restrictions on mergers and other business combinations between Viatris and any holder of 15% or more of Viatris' outstanding common stock.

These provisions are intended to protect Viatris' stockholders from coercive or otherwise unfair takeover tactics by requiring potential acquirors to negotiate with the Viatris Board and by providing the Viatris Board with more time to assess any acquisition proposal. These provisions are not intended to make Viatris immune from takeovers. However, these provisions apply even if the offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that the Viatris Board determines is not in the best interests of Viatris and its stockholders. Accordingly, if the Viatris Board determines that a potential business combination transaction is not in the best interests of Viatris and its stockholders, but certain stockholders believe that such a transaction would be beneficial to Viatris and its stockholders, such stockholders may elect to sell their shares in Viatris and the trading price of Viatris common stock could decrease. These and other provisions of the

Viatris Charter, the Viatris Bylaws and the DGCL could have the effect of delaying, deferring or preventing a proxy contest, tender offer, merger or other change in control, which may have a material adverse effect on Viatris' business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

The Viatris Charter designates the Court of Chancery of the State of Delaware, or, if such court lacks subject matter jurisdiction, another state court of 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), as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by Viatris' stockholders, which could discourage lawsuits against Viatris and its directors and officers.

The Viatris Charter provides that unless Viatris, through approval of the Viatris Board, otherwise consents in writing, the Court of Chancery of the State of Delaware or, if and only if the Court of Chancery of the State of Delaware dismisses such action for lack of subject matter jurisdiction, 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), will be the sole and exclusive forum for any derivative action or proceeding brought on behalf of Viatris, any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer or other employees of Viatris to Viatris or its stockholders, creditors or other constituents, any action asserting a claim against Viatris or any of its directors, officers or other employees arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the DGCL or the Viatris Charter or the Viatris Bylaws, as each may be amended from time to time, any action or proceeding asserting a claim against Viatris or any of its directors, officers or other employees governed by the internal affairs doctrine or 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.

To the fullest extent permitted by law, this exclusive forum provision will apply to state and federal law claims, including claims under the federal securities laws, including the Securities Act and the Exchange Act. However, Viatris stockholders will not be deemed to have waived Viatris' compliance with the federal securities laws and the rules and regulations thereunder. The enforceability of similar choice of forum provisions in other companies' charters and bylaws has been challenged in legal proceedings, and it is possible that, in connection with claims arising under federal securities laws or otherwise, a court could find the exclusive forum provision contained in the Viatris Charter to be inapplicable or unenforceable.

This exclusive forum provision may limit the ability of Viatris' stockholders to bring a claim in a judicial forum that such stockholders find favorable for disputes with Viatris or its directors or officers, which may discourage such lawsuits against Viatris or its directors or officers. Alternatively, if a court were to find this exclusive forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings described above, Viatris may incur additional costs associated with resolving such matters in other jurisdictions or forums, which could materially and adversely affect Viatris' business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

ITEM 1B. Unresolved Staff Comments

None.

ITEM 2. Properties

For information regarding properties, refer to Item 1 "Business" in Part I of this Form 10-K.

ITEM 3. Legal Proceedings

For information regarding legal proceedings, refer to Note 19 *Litigation* included in Item 8 in Part II of this 10-K.

PART II

ITEM 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is traded on the NASDAQ Stock Market under the symbol "VTRS".

As of February 22, 2021, there were approximately 118,297 holders of record of shares of Viatris common stock.

The Company did not pay dividends in 2020 or 2019, but intends to initiate a dividend on its common stock in 2021.

UNREGISTERED SALES OF DEBT SECURITIES

In the past three years, we have issued unregistered securities in connection with the following transactions:

In April 2018, Mylan Inc. issued $1.5 billion aggregate principal amount of senior unsecured debt securities, comprised of 4.550% Senior Notes due 2028 and 5.200% Senior Notes due 2048. These notes were issued in a private offering exempt from the registration requirements of the Securities Act, to qualified institutional buyers in accordance with Rule 144A under the Securities Act and to persons outside of the U.S. pursuant to Regulation S under the Securities Act. In November 2018, Mylan N.V. and Mylan Inc. filed a registration statement with the SEC with respect to an offer to exchange these notes for registered notes with the same aggregate principal amount and terms substantially identical in all material respects, which was declared effective on December 11, 2018. The exchange offer expired on January 9, 2019 and settled on January 10, 2019. 100% of each of the 4.550% Senior Notes due 2028 and the 5.200% Senior Notes due 2048 were exchanged.

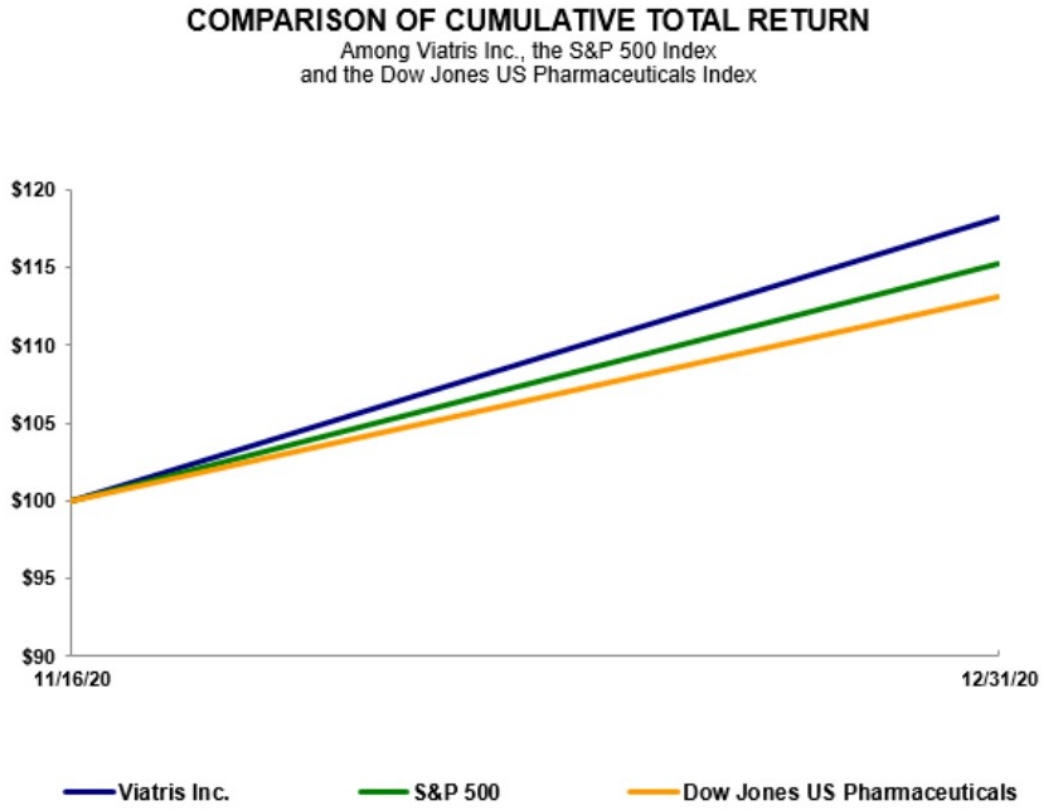
In May 2018, Mylan Inc. issued €500 million aggregate principal amount of senior unsecured debt securities, comprised of 2.125% Euro Senior Notes due 2025. These notes were issued in a private offering exempt from the registration requirements of the Securities Act, to persons outside of the U.S. pursuant to Regulation S under the Securities Act.

In June 2020, Upjohn issued $7.45 billion aggregate principal amount of senior unsecured debt securities, comprised of 1.125% Senior Notes due 2022, 1.650% Senior Notes due 2025, 2.300% Senior Notes due 2027, 2.700% Senior Notes due 2030, 3.850% Senior Notes due 2040 and 4.000% Senior Notes due 2050. These notes were issued in a private offering exempt from the registration requirements of the Securities Act, to qualified institutional buyers in accordance with Rule 144A under the Securities Act and to persons outside of the U.S. pursuant to Regulation S under the Securities Act.

In June 2020, Upjohn Finance B.V., a wholly owned financing subsidiary of Upjohn, issued €3.6 billion aggregate principal amount of senior unsecured debt securities, comprised of 0.816% Senior Notes due 2022, 1.023% Senior Notes due 2024, 1.362% Senior Notes due 2027 and 1.908% Senior Notes due 2032. These notes were issued in a private offering exempt from the registration requirements of the Securities Act, to persons outside of the U.S. pursuant to Regulation S under the Securities Act.

STOCK PERFORMANCE GRAPH

Viatris common stock has been listed on the NASDAQ under the symbol "VTRS" since November 17, 2020. Prior to that time, there was no public market for our common stock. Upon consummation of the Combination, Pfizer stockholders received approximately 0.124079 shares of Viatris common stock for every one share of Pfizer common stock held as of the close of business on the record date (which was November 13, 2020). Former Mylan ordinary shareholders received one share of Viatris common stock for every one share of Mylan ordinary share held. The graph below matches Viatris Inc.'s cumulative total shareholder return on common stock with the cumulative total returns of the S&P 500 index and the Dow Jones US Pharmaceuticals index. The graph tracks the performance of a $100 investment in our common stock and in each index (with the reinvestment of all dividends) from November 16, 2020 to December 31, 2020.



	November 16, 2020	December 31, 2020
Viatris Inc.	100.00	118.20
S&P 500	100.00	115.21
Dow Jones U.S. Pharmaceuticals	100.00	113.12

ITEM 6. Selected Financial Data

The selected consolidated financial data set forth below should be read in conjunction with "Management's Discussion and Analysis of Results of Operations and Financial Condition" included in Part II. Item 7 of this Form 10-K and the consolidated financial statements and related notes to consolidated financial statements included in Part II. Item 8 of this Form 10-K. In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and all historical financial information prior to November 16, 2020 represents Mylan's historical results. The functional currency of the primary economic environment in which the operations of Viatris and its subsidiaries in the U.S. are conducted is the U.S. Dollar. The functional currency of non-U.S. subsidiaries is generally the local currency in the country in which each subsidiary operates.

	Year Ended December 31,				
(In millions, except per share amounts)	**2020**	**2019**	**2018**	**2017**	**2016**
Statements of Operations:					
Total revenues	$ 11,946.0	$ 11,500.5	$ 11,433.9	$ 11,907.7	$ 11,076.9
Cost of sales	8,149.3	7,602.9	7,432.3	7,124.6	6,379.9
Gross profit	3,796.7	3,897.6	4,001.6	4,783.1	4,697.0
Operating expenses:					
Research and development	555.1	639.9	704.5	783.3	826.8
Selling, general and administrative	3,344.6	2,563.6	2,441.0	2,575.7	2,498.5
Litigation settlements and other contingencies, net	107.8	(21.4)	(49.5)	(13.1)	672.5
Total operating expenses	4,007.5	3,182.1	3,096.0	3,345.9	3,997.8
(Loss) Earnings from operations	(210.8)	715.5	905.6	1,437.2	699.2
Interest expense	497.8	517.3	542.3	534.6	454.8
Other expense (income), net	12.6	43.8	64.9	(0.4)	122.7
(Loss) Earnings before income taxes	(721.2)	154.4	298.4	903.0	121.7
Income tax (benefit) provision	(51.3)	137.6	(54.1)	207.0	(358.3)
Net (loss) earnings attributable to Viatris Inc. shareholders	$ (669.9)	$ 16.8	$ 352.5	$ 696.0	$ 480.0
Earnings (loss) per share attributable to Viatris Inc. shareholders					
Basic	$ (1.11)	$ 0.03	$ 0.69	$ 1.30	$ 0.94
Diluted	$ (1.11)	$ 0.03	$ 0.68	$ 1.30	$ 0.92
Weighted average shares outstanding:					
Basic	601.2	515.7	514.5	534.5	513.0
Diluted	601.2	516.5	516.5	536.7	520.5
Selected Balance Sheet data:					
Total assets	$ 61,553.0	$ 31,255.5	$ 32,734.9	$ 35,806.3	$ 34,726.2
Working capital [(1)]	2,304.6	1,188.2	1,779.9	828.0	2,481.8
Short-term borrowings	1,100.9	—	1.9	46.5	46.4
Long-term debt, including current portion of long-term debt	24,685.5	12,671.9	13,816.4	14,614.5	15,426.2
Total equity	22,954.1	11,883.8	12,167.1	13,307.6	11,117.6

[(1)] Working capital is calculated as current assets minus current liabilities.

ITEM 7. Management's Discussion and Analysis of Financial Condition And Results of Operations

The following discussion and analysis addresses material changes in the financial condition and results of operations of Viatris Inc. and subsidiaries for the periods presented. Unless context requires otherwise, the "Company," "Viatris," "our" or "we" refer to Viatris Inc. and its subsidiaries.

This discussion and analysis should be read in conjunction with the consolidated financial statements and the related notes to consolidated financial statements included in Part II, Item 8 in this Form 10-K, and our other SEC filings and public disclosures.

This Form 10-K contains "forward-looking statements". These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include, without limitation, statements about the Combination, the benefits and synergies of the Combination or our global restructuring program, future opportunities for the Company and its products and any other statements regarding the Company's future operations, financial or operating results, capital allocation, dividend policy, debt ratio, anticipated business levels, future earnings, planned activities, anticipated growth, market opportunities, strategies, competitions, and other expectations and targets for future periods. Forward-looking statements may often be identified by the use of words such as "will", "may", "could", "should", "would", "project", "believe", "anticipate", "expect", "plan", "estimate", "forecast", "potential", "pipeline", "intend", "continue", "target", "seek" and variations of these words or comparable words. Because forward-looking statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to:

- the integration of Mylan and the Upjohn Business or the implementation of the Company's global restructuring program being more difficult, time consuming or costly than expected;
- the possibility that the Company may be unable to achieve expected benefits, synergies and operating efficiencies in connection with the Combination or its global restructuring program within the expected timeframe or at all;
- the possibility that the Company may be unable to successfully integrate Mylan and the Upjohn Business or implement its global restructuring program;
- operational or financial difficulties or losses associated with the Company's reliance on agreements with Pfizer in connection with the Combination, including with respect to transition services;
- the possibility that the Company may be unable to achieve all intended benefits of its strategic initiatives;
- the potential impact of public health outbreaks, epidemics and pandemics, including the ongoing challenges and uncertainties posed by the COVID-19 pandemic;
- the Company's failure to achieve expected or targeted future financial and operating performance and results;
- actions and decisions of healthcare and pharmaceutical regulators;
- changes in relevant laws and regulations, including but not limited to changes in tax, healthcare and pharmaceutical laws and regulations globally;
- the ability to attract and retain key personnel;
- the Company's liquidity, capital resources and ability to obtain financing;
- any regulatory, legal or other impediments to the Company's ability to bring new products to market, including but not limited to "at-risk launches";
- success of clinical trials and the Company's or its partners' ability to execute on new product opportunities and develop, manufacture and commercialize products;
- any changes in or difficulties with the Company's manufacturing facilities, including with respect to inspections, remediation and restructuring activities, supply chain or inventory or the ability to meet anticipated demand;
- the scope, timing and outcome of any ongoing legal proceedings, including government inquiries or investigations, and the impact of any such proceedings on the Company;
- any significant breach of data security or data privacy or disruptions to our information technology systems;
- risks associated with having significant operations globally;
- the ability to protect intellectual property and preserve intellectual property rights;
- changes in third-party relationships;
- the effect of any changes in the Company's or its partners' customer and supplier relationships and customer purchasing patterns, including customer loss and business disruption being greater than expected following the Combination;
- the impacts of competition, including decreases in sales or revenues as a result of the loss of market exclusivity for certain products;
- changes in the economic and financial conditions of the Company or its partners;
- uncertainties regarding future demand, pricing and reimbursement for the Company's products;
- uncertainties and matters beyond the control of management, including but not limited to general political and economic conditions and global exchange rates; and
- inherent uncertainties involved in the estimates and judgments used in the preparation of financial statements, and the providing of estimates of financial measures, in accordance with U.S. GAAP and related standards or on an adjusted basis.

For more detailed information on the risks and uncertainties associated with Viatris, see the risks described in Part I, Item 1A in this Form 10-K, and our other filings with the SEC. You can access Viatris' filings with the SEC through the SEC website at www.sec.gov or through our website and Viatris strongly encourages you to do so. Viatris routinely posts information that may be important to investors on our website at investor.viatris.com, and we use this website address as a means of disclosing material information to the public in a broad, non-exclusionary manner for purposes of the SEC's Regulation Fair Disclosure (Reg FD). The contents of our website are not incorporated by reference in this Form 10-K and shall not be deemed "filed" under the Securities Exchange Act of 1934, as amended. Viatris undertakes no obligation to update any statements herein for revisions or changes after the filing date of this Form 10-K other than as required by law.

Explanatory Note

In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and all historical financial information of the Company prior to November 16, 2020 represents Mylan's historical results and the Company's thereafter.

Company Overview

Viatris is a global healthcare company formed in November 2020 through the combination of Mylan and Upjohn, whose mission is to empower people worldwide to live healthier at every stage of life. By integrating the strengths of these two businesses, including our global workforce of approximately 45,000 employees and contractors, Viatris aims to deliver increased access to affordable, quality medicines for patients worldwide regardless of geography or circumstance. Viatris brings together industry leading commercial, R&D, regulatory, manufacturing, legal and medical expertise complemented by a strong commitment to quality and unparalleled geographic footprint to deliver high-quality medicines to patients in more than 165 countries and territories. Viatris' portfolio comprises more than 1,400 approved molecules across a wide range of key therapeutic areas, including globally recognized iconic and key brand, generic, complex generic, and biosimilar products. Viatris operates approximately 50 manufacturing sites worldwide that produce oral solid doses, injectables, complex dosage forms and APIs. Viatris is headquartered in the U.S., with global centers in Pittsburgh, Pennsylvania, Shanghai, China and Hyderabad, India.

Viatris reports segment information on the basis of markets and geography. In conjunction with the formation of Viatris, the Company has changed its reportable segments, from North America, Europe, and Rest of World, to Developed Markets, Greater China, JANZ, and Emerging Markets. This approach reflects the Company's focus on bringing its broad and diversified portfolio of branded, complex generics and biosimilars, and generic products to people in markets everywhere. Our Developed Markets segment comprises our operations primarily in North America and Europe. Our Greater China segment includes our operations in China, Taiwan and Hong Kong. Our JANZ segment reflects our operations in Japan, Australia and New Zealand. Our Emerging Markets segment encompasses our operations in countries with developing markets and emerging economies including countries in Asia, the Middle East, South and Central America, Africa and Eastern Europe, and also includes the Company's anti-retroviral franchise.

Certain Market and Industry Factors

The global pharmaceutical industry is a highly competitive and highly regulated industry. As a result, we face a number of industry-specific factors and challenges, which can significantly impact our results. The following discussion highlights some of these key factors and market conditions.

Generic products, particularly in the U.S., generally contribute most significantly to revenues and gross margins at the time of their launch, and even more so in periods of market exclusivity, or in periods of limited generic competition. As such, the timing of new product introductions can have a significant impact on the Company's financial results. The entrance into the market of additional competition generally has a negative impact on the volume and pricing of the affected products. Additionally, pricing is often affected by factors outside of the Company's control.Conversely, generic products generally experience less volatility over a longer period of time in Europe as compared to the U.S., primarily due to the role of government oversight of healthcare systems in the region.

For branded products, the majority of the product's commercial value is usually realized during the period in which the product has market exclusivity. In the U.S. and some other countries, when market exclusivity expires and generic versions of a product are approved and marketed, there can often be very substantial and rapid declines in the branded product's sales. For example, several companies launched a generic to Lyrica® in Japan in December 2020 despite pending patent infringement litigation. While the litigation remains ongoing, the rate of generic conversion is significant and, combined with market dynamics relating to the COVID-19 pandemic, the Company expects a significant reduction in the annual revenues of Lyrica®.

Certain markets in which we do business outside of the U.S. have undergone government-imposed price reductions, and further government-imposed price reductions are expected in the future. Such measures, along with the tender systems discussed below, are likely to have a negative impact on sales and gross profit in these markets. However, government initiatives in certain markets that appear to favor generic products could help to mitigate this unfavorable effect by increasing rates of generic substitution and penetration.

Additionally, a number of markets in which we operate outside of the U.S. have implemented, or may implement, tender systems for generic pharmaceuticals in an effort to lower prices. Generally speaking, tender systems can have an unfavorable impact on sales and profitability. Under such tender systems, manufacturers submit bids that establish prices for generic pharmaceutical products. Upon winning the tender, the winning company will receive priority placement for a period of time. The tender system often results in companies underbidding one another by proposing low pricing in order to win the tender. The loss of a tender by a third party to whom we supply API can also have a negative impact on our sales and profitability. Sales continue to be negatively affected by the impact of tender systems in certain countries.

Recent Developments

2020 Restructuring Program

During the fourth quarter of 2020, Viatris announced a significant global restructuring program in order to achieve synergies of $1 billion and ensure that the organization is optimally structured and efficiently resourced to deliver sustainable value to patients, shareholders, customers, and other stakeholders. Viatris' restructuring initiative incorporates and expands on the restructuring program announced by Mylan N.V. earlier in 2020 as part of its business transformation efforts. The company expects to optimize its commercial capabilities and enabling functions, and close, downsize or divest up to 15 manufacturing facilities globally that are deemed to be no longer viable either due to surplus capacity, challenging market dynamics or a shift in its product portfolio toward more complex products. As a result, Viatris expects that up to 20% of its global workforce of approximately 45,000 may be impacted upon completion of the restructuring initiative.

For the committed restructuring actions, the Company expects to incur total pre-tax charges ranging between $1.1 billion and $1.4 billion. Such charges are expected to include between $350 million and $450 million of non-cash charges mainly related to accelerated depreciation and asset impairment charges, including inventory write-offs. The remaining estimated cash costs of between $750 million and $950 million are expected to be primarily related to severance and employee benefits expense, as well as other costs, including those related to contract terminations and decommissioning costs. In addition, management believes the potential annual savings related to these committed restructuring activities to be between $700 million and $900 million once fully implemented, with most of these savings expected to improve operating cash flow.

2016 Restructuring Program

Mylan previously announced a restructuring program representing a series of actions in certain locations that are anticipated to further streamline its operations globally. We have incurred total restructuring related costs of approximately $733.0 million through December 31, 2020. The 2016 Restructuring Program is substantially complete at December 31, 2020.

In April 2018, the FDA completed an inspection at Mylan's plant in Morgantown, West Virginia and made observations through a Form 483. In the fourth quarter of 2018, Mylan received a warning letter related to the previously disclosed observations at the plant. The issues raised in the warning letter were addressed within the context of the Mylan's comprehensive restructuring and remediation activities. On May 11, 2020 Mylan received the close-out of the warning letter. On December 11, 2020, the Company announced that it expects the Morgantown plant to be closed or divested as part of the 2020 Restructuring Program.

Impact of the Coronavirus Pandemic

As a leading global pharmaceutical company, Viatris is committed to continue doing its part in support of public health needs amid the evolving COVID-19 pandemic. The Company's priorities remain protecting the health and safety of our workforce, continuing to produce critically needed medicines, deploying resources and expertise in the fight against COVID-19 through potential prevention and treatment efforts, supporting the communities in which we operate and maintaining the health of our overall business.

The following section discusses the important measures the Company is taking in light of the COVID-19 pandemic.

Employee Health and Safety

- Viatris continues to align with government and health authority guidelines in an effort to safeguard our workforce and continues to make assessments on an ongoing basis.
- While Viatris' business operations are currently considered essential based on government guidelines throughout the world due to the important role pharmaceutical manufacturers play within the global healthcare system, many Viatris administrative offices continue operating under work from home protocols.
- Because protecting the health and safety of our workforce remains paramount, Viatris has taken extra precautions at manufacturing facilities to aid in the protection of site personnel and operations, including the implementation of social distancing guidelines, daily health assessments and split shifts where feasible.
- Many customer facing field personnel have moved to a remote engagement model to ensure continued support for healthcare professionals, patient care and access to needed products.
- Global restrictions have been placed on travel and in-person meetings.
- Viatris has taken steps to protect the safety of study participants, our employees and staff at clinical trial sites and ensure regulatory compliance and scientific integrity of trial data.

Continuing to Produce Critically Needed Medicines

Manufacturing and Supply

- Viatris has activated worldwide business continuity plans to seek to ensure that our global supply chain platform continues to operate without significant disruption.
- All of our manufacturing facilities, and those of our key global partners, are currently operational and, at this time, we are not experiencing any significant disruptions to our supply chain, including the availability of APIs. Also, we are currently not experiencing any negative impact on our customer service levels.
- Viatris continues to engage with regulatory authorities around the world who are committed to maintaining ongoing regulatory processes while also continuing to make available our global R&D, regulatory and manufacturing expertise and capacity to partners who may be in need of additional resources.

Commercial Operations

- We have and continue to experience certain negative fluctuations in demand trends due to COVID-19. We will continue to monitor trends closely as we work to ensure patients have access to needed medicine.
- Inventory levels, both ours and those in our distribution channel, remain in-line with normal levels and are currently assessed to be sufficient for anticipated demand.

Deploying Resources and Expertise in the Fight Against COVID-19

Product Development

- On May 12, 2020, Mylan announced a global collaboration with Gilead Sciences, Inc. to expand access to the investigational antiviral remdesivir for the potential treatment of COVID-19. Under the terms of the license agreement the Company has rights to manufacture and distribute remdesivir in 127 low-and middle-income countries, including India.
- On July 6, 2020, Mylan announced that the DCGI approved its remdesivir 100 mg/vial for restricted emergency use in India as part of the DCGI's accelerated approval process to address urgent, unmet needs amid the evolving COVID-19 pandemic.

- On November 20, 2020, the WHO issued a conditional recommendation against the use of remdesivir in hospitalized patients, regardless of disease severity, as there was no evidence that remdesivir improved survival and other outcomes in these patients.

Maintaining the Health of Our Overall Business

Access to Capital Markets and Liquidity

While currently we are not experiencing any negative liquidity trends related to the COVID-19 pandemic, we continue to closely monitor developments and the potential negative impact on our operating performance and our ability to access the capital markets.

Due to the Company's ability to generate significant cash flows from operations, as well as its revolving credit agreement, other short-term borrowing facilities and access to capital markets, we believe that we currently have, and will maintain, the ability to meet foreseeable liquidity needs.

Impact on Results of Operations

The global spread of COVID-19 has created significant volatility, uncertainty and economic disruption affecting the markets we serve, and has had a negative impact on our current year results of operations. The extent to which the COVID-19 pandemic will impact our business, operations and financial results in future periods will depend on numerous evolving factors that are beyond our control and that we may not be able to accurately predict. For additional information, see *Results of Operations* in Part II. Item 7.

Financial Summary

The table below is a summary of the Company's financial results for the year ended December 31, 2020 compared to the prior year period:

	Year Ended December 31,			
(In millions, except per share amounts)	**2020**	**2019**	**Change**	**% Change**
Total revenues	$ 11,946.0	$ 11,500.5	$ 445.5	4 %
Gross profit	3,796.7	3,897.6	(100.9)	(3)%
(Loss) earnings from operations	(210.8)	715.5	(926.3)	(129)%
Net (loss) earnings	(669.9)	16.8	(686.7)	nm
Diluted (loss) earnings per share	$ (1.11)	$ 0.03	$ (1.14)	nm

A detailed discussion of the Company's financial results can be found below in the section titled "Results of Operations." As part of this discussion, we also report sales performance using the non-GAAP financial measures of "constant currency" net sales and total revenues. These measures provide information on the change in net sales and total revenues assuming that foreign currency exchange rates had not changed between the prior and current period. The comparisons presented at constant currency rates reflect comparative local currency sales at the prior year's foreign exchange rates. We routinely evaluate our net sales and total revenues performance at constant currency so that sales results can be viewed without the impact of foreign currency exchange rates, thereby facilitating a period-to-period comparison of our operational activities, and believe that this presentation also provides useful information to investors for the same reason.

More information about non-GAAP measures used by the Company as part of this discussion, including adjusted cost of sales, adjusted gross margins, adjusted net earnings, and adjusted EBITDA (all of which are defined below) are discussed further in this Part II. Item 7 under *Results of Operations* and *Results of Operations — Use of Non-GAAP Financial Measures*.

Results of Operations

2020 Compared to 2019

(In millions)	Year Ended December 31, 2020	2019	% Change	2020 Currency Impact [1]	2020 Constant Currency Revenues	Constant Currency % Change [2]
Net sales						
Developed Markets	$ 8,510.9	$ 8,240.0	3 %	$ (72.4)	$ 8,438.5	2 %
Greater China	259.9	214.6	21 %	1.5	261.4	22 %
JANZ	1,195.3	1,192.5	— %	(4.8)	1,190.5	— %
Emerging Markets	1,853.8	1,723.2	8 %	103.7	1,957.5	14 %
Total net sales	11,819.9	11,370.3	4 %	28.0	11,847.9	4 %
Other revenues [3]	126.1	130.2	(3)%	(1.0)	125.1	(4)%
Consolidated total revenues [4]	$ 11,946.0	$ 11,500.5	4 %	$ 27.0	$ 11,973.0	4 %

(1) Currency impact is shown as unfavorable (favorable).

(2) The constant currency percentage change is derived by translating net sales or revenues for the current period at prior year comparative period exchange rates, and in doing so shows the percentage change from 2020 constant currency net sales or revenues to the corresponding amount in the prior year.

(3) For the year ended December 31, 2020, other revenues in Developed Markets, Greater China, JANZ, and Emerging Markets were approximately $94.0 million, $0.3 million, $10.5 million, and $21.3 million, respectively.

(4) Amounts exclude intersegment revenue which eliminates on a consolidated basis.

Total Revenues

For the year ended December 31, 2020, the Company reported total revenues of $11.95 billion, compared to $11.50 billion for the comparable prior year period, representing an increase of $445.5 million, or 4%. Total revenues include both net sales and other revenues from third parties. Net sales for the year ended December 31, 2020 were $11.82 billion, compared to $11.37 billion for the comparable prior year period, representing an increase of $449.6 million, or 4%. Other revenues for the year ended December 31, 2020 were $126.1 million, compared to $130.2 million for the comparable prior year period, a decrease of $4.1 million.

The increase in net sales was primarily the result of increases in net sales in the Developed Markets segment of 3%, the Emerging Markets segment of 8%, and the Greater China segment of 21%. The Company's net sales were unfavorably impacted by the effect of foreign currency translation, primarily reflecting changes in the U.S. Dollar as compared to the currencies of subsidiaries in India and other emerging markets, partially offset by the favorable effect of foreign currency translation in countries within the EU. The net unfavorable impact of foreign currency translation on current year net sales was approximately $28.0 million, or less than 1%. On a constant currency basis, the increase in net sales was approximately $477.6 million, or 4% for the year ended December 31, 2020. This increase was driven by net sales totaling $864.9 million from the Upjohn Business following the consummation of the Combination and new product sales, partially offset by a decrease in net sales from existing products as a result of lower pricing and volumes. We estimate that the COVID-19 pandemic negatively impacted our 2020 net sales by approximately 3%, primarily driven by lower retail pharmacy demand, lower non-COVID-19 related patient hospital visits and a lower number of in person meetings with prescribers and payors.

From time to time, a limited number of our products may represent a significant portion of our net sales, gross profit and net earnings. Generally, this is due to the timing of new product introductions and the amount, if any, of additional competition in the market. Our top ten products in terms of net sales, in the aggregate, represented approximately 23% for the years ended December 31, 2020 and 2019, respectively. This percentage may fluctuate based upon the timing of new product launches, seasonality and the timing of the discontinuation of products. As a result of the Combination, we estimate that the percentage of our top products could change in future periods.

Net sales are derived from our four reporting segments: Developed Markets, Greater China, JANZ and Emerging Markets.

Developed Markets Segment

Net sales from Developed Markets increased by $270.9 million or 3% during the year ended December 31, 2020 when compared to the prior year. Net sales within North America totaled approximately $4.2 billion and net sales within Europe totaled approximately $4.3 billion. This increase was due primarily to new product sales, and net sales from the Upjohn Business following the consummation of the Combination of $317.5 million. This increase was partially offset by lower volumes primarily driven by the EpiPen® Auto-Injector, and to a lesser extent, by lower pricing of existing products, driven by changes in the competitive environment, including for Levothyroxine Sodium. Lower volumes of existing products were partially offset by increased Wixela™ Inhub™ volumes. The favorable impact of foreign currency translation on current period net sales was approximately $72.4 million, or 1%. Constant currency net sales increased by approximately $198.5 million, or 2% when compared to the prior year.

Greater China Segment

Net sales from Greater China increased by $45.3 million or 21% for the year ended December 31, 2020 when compared to the prior year. This increase was the result of net sales from the Upjohn Business following the consummation of the Combination of $226.5 million. This was partially offset by lower net sales of existing products, driven by lower volumes, and to a lesser extent, lower pricing. Lower volumes on net sales of existing products were negatively impacted by the competitive market conditions, including VBP, and COVID-19. The unfavorable impact of foreign currency translation was approximately $1.5 million, or 1%. Constant currency net sales increased by approximately $46.8 million, or 22% when compared to the prior year.

JANZ Segment

Net sales from JANZ increased by $2.8 million or less than 1% for the year ended December 31, 2020 when compared to the prior year. This increase was the result of net sales from the Upjohn Business following the consummation of the Combination of $171.8 million, and to a lesser extent, new product sales, primarily in Australia. These increases were partially offset by lower net sales of existing products, driven by lower volumes, and to a lesser extent, lower pricing. Lower volumes on net sales of existing products were effected by the estimated negative impact of COVID-19, and the impact of the termination of the collaboration agreement with Pfizer in Japan. As a result of the termination, and the repurchase of collaboration inventory, the Company reduced revenue by $86.5 million. Lower pricing on net sales of existing products were driven by government price reductions in Japan and Australia. Foreign currency translation had a favorable impact of approximately $4.8 million, or less than 1%. Constant currency net sales decreased by approximately $2.0 million, or less than 1% when compared to the prior year.

Emerging Markets Segment

Net sales from Emerging Markets increased by $130.6 million or 8% for the year ended December 31, 2020 when compared to the prior year. This increase was the result of net sales from the Upjohn Business following the consummation of the Combination of $149.1 million and new product sales, including Remdesivir in India and other emerging markets. These increases were partially offset by lower net sales of existing products, driven by lower pricing. Volumes on existing products increased primarily as a result of increases from the Company's ARV franchise. The increase in net sales was partially offset by the unfavorable impact of foreign currency translation of $103.7 million, or 6%. Constant currency net sales increased by approximately $234.3 million, or 14%.

Cost of Sales and Gross Profit

Cost of sales increased from $7.60 billion from the year ended December 31, 2019 to $8.15 billion for the year ended December 31, 2020. Cost of sales was primarily impacted by purchase accounting related amortization of acquired intangible assets and other special items, which are described further in the section titled *Use of Non-GAAP Financial Measures*. Gross profit for the year ended December 31, 2020 was $3.80 billion and gross margins were 32%. For the year ended December 31, 2019, gross profit was $3.90 billion and gross margins were 34%. Gross margins were negatively impacted by the decline in gross profit from net sales of existing products, partially offset by net sales of new product sales, of approximately $380 million. This decline in gross profit was primarily the result of lower pricing in the Developed Markets and lower net sales in Greater China and JANZ and includes the impacts of unfavorable competitive market conditions, COVID-19 and the termination of a collaboration agreement with Pfizer in Japan. In addition, gross margins were negatively impacted by

approximately $182 million from higher restructuring and acquisition related costs, as well as additional costs due to COVID-19. These unfavorable items were partially offset by gross profit from the Combination of approximately $223 million, and lower legacy business amortization and impairment charges compared to the prior year of approximately $238 million. Adjusted gross margins were approximately 54% and 53% for the years ended December 31, 2020 and 2019, respectively.

A reconciliation between cost of sales, as reported under U.S. GAAP, and adjusted cost of sales and adjusted gross margin for the year ended December 31, 2020 compared to the year ended December 31, 2019 is as follows:

	Year Ended December 31,	
(In millions)	**2020**	**2019**
U.S. GAAP cost of sales	$ 8,149.3	$ 7,602.9
Deduct:		
Purchase accounting amortization and other related items	(1,933.6)	(1,767.1)
Acquisition related items	(16.9)	(6.8)
Restructuring and related costs	(207.7)	(100.9)
Shared-based compensation expense	(1.5)	(1.1)
Other special items	(438.1)	(366.0)
Adjusted cost of sales	$ 5,551.5	$ 5,361.0
Adjusted gross profit [(a)]	$ 6,394.5	$ 6,139.5
Adjusted gross margin [(a)]	54 %	53 %

[(a)] Adjusted gross profit is calculated as total revenues less adjusted cost of sales. Adjusted gross margin is calculated as adjusted gross profit divided by total revenues.

Operating Expenses

Research & Development Expense

R&D expense for the year ended December 31, 2020 was $555.1 million, compared to $639.9 million for the prior year, a decrease of $84.8 million. This decrease was primarily due to lower expenditures related to the reprioritization of global programs, and higher payments in the prior year related to licensing arrangements for products in development. Partially offsetting this decrease was R&D expense incurred from the Combination of $22.4 million.

Selling, General & Administrative Expense

SG&A expense for the year ended December 31, 2020 was $3.34 billion, compared to $2.56 billion for the prior year, an increase of $781.0 million. The increase was primarily due to an increase of approximately $587.5 million in Combination related costs. These costs include approximately $200.9 million for advisory and consulting fees, $303.5 million related to the Company's obligation to reimburse Pfizer for certain financing and transaction related costs under the BCA and SDA and approximately $69.3 million of employee related change in control and retention amounts. Also contributing to the increase were costs related to the Upjohn Business incurred from the date of the Combination of $280.7 million, and approximately $111.2 million increase in restructuring costs due to the implementation of the 2020 restructuring program. Partially offsetting these increases were lower selling and promotional expenses, including through our active management and certain lower expenses as a result of COVID-19.

Litigation Settlements and Other Contingencies, Net

During the year ended December 31, 2020, the Company recorded a net charge of $107.8 million for litigation settlements and other contingencies, net, compared to a net gain of $21.4 million in the prior year.

The following table includes the losses / (gains) recognized in litigation settlements and other contingencies, net during the year ended December 31, 2020 and 2019, respectively:

	Year Ended December 31,	
(In millions)	**2020**	**2019**
Respiratory delivery platform contingent consideration adjustment	$ 73.1	$ (20.4)
Litigation settlements, net	34.7	(1.0)
Total litigation settlements and other contingencies, net	$ 107.8	$ (21.4)

During the year ended December 31, 2020, the Company recorded a $73.1 million loss for fair value adjustments related to respiratory delivery platform contingent consideration. Additionally, the Company recorded a net charge of approximately $34.7 million related to a number of litigation matters.

During the year ended December 31, 2019, the Company recognized a net gain in litigation settlements of approximately $1.0 million. This net gain was primarily due to a favorable litigation settlement related to the Celgene Corporation matter of $62.0 million, which was partially offset by litigation related charges for settlements reached during the year. Charges for litigation related matters included $18.0 million for the modafinil antitrust matter and $30.0 million for Mylan's settlement with the SEC. In addition, a $20.4 million gain was recognized for the reduction of contingent consideration related to the respiratory delivery platform.

Interest Expense

Interest expense for the year ended December 31, 2020 totaled $497.8 million, compared to $517.3 million for the year ended December 31, 2019, a decrease of $19.5 million. The decrease is primarily due to lower average long-term debt balances during the current year, partially offset by the interest expense related to the additional debt assumed in the Combination of approximately $26.8 million.

Other Expense, Net

Other expense, net was $12.6 million for the year ended December 31, 2020, compared to other expense, net of $43.8 million for the prior year. Other expense (income), net includes losses from equity affiliates, foreign exchange gains and losses, and interest and dividend income. Other expense (income), net was comprised of the following for the year ended December 31, 2020 and 2019, respectively:

	Year Ended December 31,	
(In millions)	**2020**	**2019**
Losses from equity affiliates, primarily clean energy investments	$ 48.4	$ 62.1
Foreign exchange losses/(gains), net	2.2	(9.4)
Other gains, net	(38.1)	(8.9)
Other expense, net	$ 12.5	43.8

Income Tax (Benefit) Provision

For the year ended December 31, 2020, the Company recognized an income tax benefit of $51.3 million, compared to an income tax provision of $137.6 million for the comparable prior year, an increase in the benefit of $188.9 million. The current year benefit recognized was the result of tax impacts related to the Combination. These impacts include a benefit related to recording deferred tax assets for non-U.S. entities that will be taxed in the both their local jurisdictions and U.S., offset by the loss of certain attributes in non-U.S. jurisdictions and non-deductible transaction and employee related costs. During the year ended December 31, 2019, we reached an agreement in principle with the IRS to resolve all issues relating to our positions on the EPD Business Acquisition. As a result, the Company recorded a reserve of approximately $155.0 million as part of its

liability for uncertain tax positions, with a net impact to the income tax provision of approximately $144.9 million. Also impacting the current and prior year income tax provision and benefit, respectively, was the changing mix of income earned in jurisdictions with differing tax rates.

2019 Compared to 2018

	Year Ended December 31,					
(In millions)	2019	2018	% Change	2019 Currency Impact [1]	2019 Constant Currency Revenues	Constant Currency % Change [2]
Net sales						
Developed Markets	$ 8,240.0	$ 8,289.1	(1)%	$ 231.0	$ 8,471.0	2 %
Greater China	214.6	168.1	28 %	8.6	223.2	33 %
JANZ	1,192.5	1,132.8	5 %	27.8	1,220.3	8 %
Emerging Markets	1,723.2	1,678.7	3 %	55.0	1,778.2	6 %
Total net sales	11,370.3	11,268.7	1 %	322.4	11,692.7	4 %
Other revenues [3]	130.2	165.2	(21)%	2.1	132.3	(20)%
Consolidated total revenues [4]	$ 11,500.5	$ 11,433.9	1 %	$ 324.5	$ 11,825.0	3 %

(1) Currency impact is shown as unfavorable (favorable).

(2) The constant currency percentage change is derived by translating net sales or revenues for the current period at prior year comparative period exchange rates, and in doing so shows the percentage change from 2019 constant currency net sales or revenues to the corresponding amount in the prior year.

(3) For the year ended December 31, 2019, other revenues in Developed Markets, Greater China, JANZ, and Emerging Markets were approximately $90.2 million, $0.5 million, $3.1 million, and $36.4 million, respectively.

(4) Amounts exclude intersegment revenue which eliminates on a consolidated basis.

Total Revenues

For the year ended December 31, 2019, the Company reported total revenues of $11.50 billion compared to $11.43 billion for the comparable prior year period, representing an increase of $66.6 million, or 1%. Total revenues include both net sales and other revenues from third parties. Net sales for the year ended December 31, 2019 were $11.37 billion, compared to $11.27 billion for the comparable prior year period, representing an increase of $101.6 million, or 1%. Other revenues for the year ended December 31, 2019 were $130.2 million, compared to $165.2 million for the comparable prior year period, a decrease of $35.0 million.

The increase in net sales was the result of increases in net sales in the JANZ segment of 5%, the Greater China segment of 28%, and the Emerging Markets segment of 3%, partially offset by a decrease in the Developed Markets segment of 1%. The Company's net sales were unfavorably impacted by the effect of foreign currency translation, primarily reflecting changes in the U.S. Dollar as compared to the currencies of subsidiaries in the EU, Australia and India. The unfavorable impact of foreign currency translation on current year net sales was approximately $322.4 million, or 3%. On a constant currency basis, the increase in net sales was approximately $424.0 million, or 4% for the year ended December 31, 2019. This increase was driven by new product sales, partially offset by a decrease in net sales from existing products as a result of lower pricing and volumes.

From time to time, a limited number of our products may represent a significant portion of our net sales, gross profit and net earnings. Generally, this is due to the timing of new product introductions and the amount, if any, of additional competition in the market. Our top ten products in terms of net sales, in the aggregate, represented approximately 23% and 20% for the years ended December 31, 2019 and 2018, respectively. This percentage may fluctuate based upon the timing of new product launches, seasonality and the timing of the discontinuation of products.

Net sales are derived from our four reporting segments: Developed Markets, Greater China, JANZ and Emerging Markets.

Developed Markets Segment

Net sales from Developed Markets decreased by $49.1 million or 1% during the year ended December 31, 2019 when compared to the prior year. Net sales within North America totaled approximately $4.2 billion and net sales within Europe totaled approximately $4.1 billion. New product sales, including the Wixela™ Inhub™, Fulphila® (biosimilar to Neulasta®) and YUPELRI™, were partially offset by lower net sales from existing products due to lower volumes and pricing driven by changes in the competitive environment and portfolio rationalization. In addition, net sales were negatively impacted by the unfavorable impact of foreign currency translation of $231.0 million, or 3%. Constant currency net sales increased by approximately $181.9 million, or 2% when compared to the prior year.

Greater China Segment

Net sales from Greater China increased by $46.5 million or 28% for the year ended December 31, 2019 when compared to the prior year. This increase was primarily the result of higher net sales from existing products, primarily driven by higher volumes, and to a lesser extent, favorable pricing and new product sales. These increases were partially offset by the unfavorable impact of foreign currency translation of $8.6 million, or 5%. Constant currency net sales increased by approximately $55.1 million, or 33% when compared to the prior year.

JANZ Segment

Net sales from JANZ increased by $59.7 million or 5% for the year ended December 31, 2019 when compared to the prior year. This increase was primarily the result of higher net sales from existing products and new product sales. The increase to net sales from existing products was driven by higher volumes and was partially offset by unfavorable pricing. New products sales was primarily due to new product sales in Australia. These increases were partially offset by the unfavorable impact of foreign currency translation of $27.8 million, or 3%. Constant currency net sales increased by approximately $87.5 million, or 8% when compared to the prior year.

Emerging Markets Segment

Net sales from Emerging Markets increased by $44.5 million or 3% for the year ended December 31, 2019 when compared to the prior year. This increase was primarily the result of higher volumes of existing products and, to a lesser extent, new product sales. Volumes of existing products increased primarily due to increases in the Company's ARV franchise and certain emerging markets. The increase in net sales as a result of new products was primarily due to new product sales in certain emerging markets and from the Company's ARV franchise. These increases were partially offset by lower pricing on existing products and the unfavorable impact of foreign currency translation. Overall, net sales from Emerging Markets were unfavorably impacted by the effect of foreign currency translation of approximately $55.0 million, or 3%. Constant currency net sales increased by approximately $99.5 million, or 6%.

Cost of Sales and Gross Profit

Cost of sales increased from $7.43 billion for the year ended December 31, 2018 to $7.60 billion for the year ended December 31, 2019. Cost of sales was primarily impacted by purchase accounting related amortization of acquired intangible assets and other special items, which are described further in the section titled Use of Non-GAAP Financial Measures. Gross profit for the year ended December 31, 2019 was $3.90 billion and gross margins were 34%. For the year ended December 31, 2018, gross profit was $4.00 billion and gross margins were 35%. Gross margins were negatively impacted by the decline in sales of existing products by approximately 550 basis points. The decline in sales of existing products was primarily in North America and includes the impacts of product rationalization. Partially offsetting this impact, gross margins were positively impacted by approximately 500 basis points due to new product introductions primarily in North America. Adjusted gross margins were approximately 53% and 54% for the years ended December 31, 2019 and 2018, respectively. Adjusted gross margins were negatively impacted by lower gross profit from sales of existing products partially offset by gross margins on new product introductions primarily in North America.

A reconciliation between cost of sales, as reported under U.S. GAAP, and adjusted cost of sales and adjusted gross margin for the year ended December 31, 2019 compared to the year ended December 31, 2018 is as follows:

(In millions)	Year Ended December 31, 2019	2018
U.S. GAAP cost of sales	$ 7,602.9	$ 7,432.3
Deduct:		
Purchase accounting amortization and other related items	(1,767.1)	(1,833.3)
Acquisition related items	(6.8)	(2.9)
Restructuring and related costs	(100.9)	(118.4)
Shared-based compensation expense	(1.1)	—
Other special items	(366.0)	(225.1)
Adjusted cost of sales	$ 5,361.0	$ 5,252.6
Adjusted gross profit [(a)]	$ 6,139.5	$ 6,181.3
Adjusted gross margin [(a)]	53 %	54 %

[(a)] Adjusted gross profit is calculated as total revenues less adjusted cost of sales. Adjusted gross margin is calculated as adjusted gross profit divided by total revenues.

Operating Expenses

Research & Development Expense

R&D expense for the year ended December 31, 2019 was $639.9 million, compared to $704.5 million for the prior year, a decrease of $64.6 million. This decrease was primarily due to lower expenditures related to the reprioritization of global programs and lower restructuring related costs.

Selling, General & Administrative Expense

SG&A expense for the year ended December 31, 2019 was $2.56 billion, compared to $2.44 billion for the prior year, an increase of $122.6 million. The increase was primarily due to an increase of approximately $82.5 million for consulting fees and other expenses primarily related to the Combination in addition to increased investment in selling and marketing activities. Also contributing to the increase was higher share-based compensation expense of approximately $60.7 million as a result of the reversal of all of the cumulative expense related to certain performance-based awards totaling $70.6 million in the prior year. Partially offsetting these increases was bad debt expense of approximately $26.5 million incurred in the prior year related to a special business interruption event for one customer and $20.0 million of compensation expense for an additional discretionary bonus for a certain group of employees in the prior year. None of the employees who received the 2018 discretionary bonus were named executive officers.

Litigation Settlements and Other Contingencies, Net

During the year ended December 31, 2019, the Company recorded a net gain of $21.4 million for litigation settlements and other contingencies, net, compared to $49.5 million in the prior year.

The following table includes the (gains) / losses recognized in litigation settlements and other contingencies, net during the year ended December 31, 2019 and 2018, respectively:

	Year Ended December 31,	
(In millions)	2019	2018
Respiratory delivery platform contingent consideration adjustment	$ (20.4)	$ (44.0)
Jai Pharma Limited and other contingent consideration adjustments	—	2.5
Litigation settlements, net	(1.0)	(8.0)
Total litigation settlements and other contingencies, net	$ (21.4)	$ (49.5)

During the year ended December 31, 2019, the Company recognized a net gain in litigation settlements of approximately $1.0 million. This net gain was primarily due to a favorable litigation settlement related to the Celgene Corporation matter of $62.0 million, which was partially offset by litigation related charges for settlements reached during the year. Charges for litigation related matters included $18.0 million for the modafinil antitrust matter and $30.0 million for Mylan's settlement with the SEC. In addition, a $20.4 million gain was recognized for the reduction of contingent consideration related to the acquisition of the exclusive worldwide rights to develop, manufacture and commercialize a generic equivalent to GlaxoSmithKline's Advair® Diskus incorporating Pfizer's respiratory delivery platform.

Litigation settlements for the year ended December 31, 2018 consisted primarily of a gain of approximately $22.9 million related to a favorable litigation settlement, which was partially offset by litigation related charges of approximately $14.9 million related to an antitrust and a patent infringement matter. In addition, a $44.0 million gain was recognized for the change in value of contingent consideration related to the respiratory delivery platform, which was partially offset by losses incurred on other contingent consideration.

Interest Expense

Interest expense for the year ended December 31, 2019 totaled $517.3 million, compared to $542.3 million for the year ended December 31, 2018, a decrease of $25.0 million. The decrease is primarily due to lower average long-term debt balances during the current year.

Other Expense, Net

Other expense, net, was $43.8 million for the year ended December 31, 2019, compared to other expense, net of $64.9 million for the prior year. Other expense (income), net includes losses from equity affiliates, foreign exchange gains and losses, and interest and dividend income. Other expense (income), net was comprised of the following for the year ended December 31, 2019 and 2018, respectively:

	Year Ended December 31,	
(In millions)	2019	2018
Losses from equity affiliates, primarily clean energy investments	$ 62.1	$ 78.7
Foreign exchange gains, net	(9.4)	(20.0)
Other (gains)/losses, net	(8.9)	6.2
Other expense, net	$ 43.8	$ 64.9

Income Tax Provision (Benefit)

For the year ended December 31, 2019, the Company recognized an income tax provision of $137.6 million, compared to an income tax benefit of $54.1 million for the comparable prior year, an increase of $191.7 million. During the year ended December 31, 2019, we reached an agreement in principle with the IRS to resolve all issues relating to our positions on the EPD Business Acquisition. As a result, the Company recorded a reserve of approximately $155.0 million as part of its liability for

uncertain tax positions, with a net impact to the income tax provision of approximately $144.9 million. The tax provision for the year ended December 31, 2018 included a net benefit to the income tax provision of approximately $53.0 million as a result of the federal and state audits and settlements and expirations of certain state, federal, and foreign statutes of limitations. Partially offsetting this benefit was an increase in the reserve for uncertain tax benefits of approximately $18.0 million for certain other matters. Also impacting the current and prior year income tax provision and benefit, respectively, was the changing mix of income earned in jurisdictions with differing tax rates.

Use of Non-GAAP Financial Measures

Whenever the Company uses non-GAAP financial measures, we provide a reconciliation of the non-GAAP financial measures to their most directly comparable U.S. GAAP financial measure. Investors and other readers are encouraged to review the related U.S. GAAP financial measures and the reconciliation of non-GAAP measures to their most directly comparable U.S. GAAP measure and should consider non-GAAP measures only as a supplement to, not as a substitute for or as a superior measure to, measures of financial performance prepared in accordance with U.S. GAAP. Additionally, since these are not measures determined in accordance with U.S. GAAP, non-GAAP financial measures have no standardized meaning across companies, or as prescribed by U.S. GAAP and, therefore, may not be comparable to the calculation of similar measures or measures with the same title used by other companies.

Management uses these measures internally for forecasting, budgeting, measuring its operating performance, and incentive-based awards. Primarily due to acquisitions and other significant events which may impact comparability of our periodic operating results, we believe that an evaluation of our ongoing operations (and comparisons of our current operations with historical and future operations) would be difficult if the disclosure of our financial results was limited to financial measures prepared only in accordance with U.S. GAAP. We believe that non-GAAP financial measures are useful supplemental information for our investors and when considered together with our U.S. GAAP financial measures and the reconciliation to the most directly comparable U.S. GAAP financial measure, provide a more complete understanding of the factors and trends affecting our operations. The financial performance of the Company is measured by senior management, in part, using adjusted metrics as described below, along with other performance metrics.

Adjusted Cost of Sales and Adjusted Gross Margin

We use the non-GAAP financial measure “adjusted cost of sales” and the corresponding non-GAAP financial measure “adjusted gross margin.” The principal items excluded from adjusted cost of sales include restructuring, acquisition related and other special items and purchase accounting amortization and other related items, which are described in greater detail below.

Adjusted Net Earnings

Adjusted net earnings is a non-GAAP financial measure and provides an alternative view of performance used by management. Management believes that, primarily due to acquisition activity and other significant events, an evaluation of the Company’s ongoing operations (and comparisons of its current operations with historical and future operations) would be difficult if the disclosure of its financial results were limited to financial measures prepared only in accordance with U.S. GAAP. Management believes that adjusted net earnings is an important internal financial metric related to the ongoing operating performance of the Company, and are therefore useful to investors and that their understanding of our performance is enhanced by this measure. Actual internal and forecasted operating results and annual budgets used by management include adjusted net earnings.

EBITDA and Adjusted EBITDA

EBITDA and adjusted EBITDA are non-GAAP financial measures that the Company believes are appropriate to provide additional information to investors to demonstrate the Company’s ability to comply with financial debt covenants and assess the Company’s ability to incur additional indebtedness. The Company also believes that adjusted EBITDA better focuses management on the Company’s underlying operational results and true business performance and, beginning in 2020, is used, in part, for management’s incentive compensation. We calculate “EBITDA” as U.S. GAAP net earnings (loss) adjusted for net contribution attributable to equity method investments, income tax provision (benefit), interest expense and depreciation and amortization. EBITDA is further adjusted for share-based compensation expense, litigation settlements and other contingencies, net, and restructuring and other special items to determine “adjusted EBITDA”. These adjustments are generally permitted under our credit agreement in calculating Adjusted EBITDA for determining compliance with our debt covenants.

The significant items excluded from adjusted cost of sales, adjusted net earnings, EBITDA and adjusted EBITDA include:

Purchase Accounting Amortization and Other Related Items

The ongoing impact of certain amounts recorded in connection with acquisitions of both businesses and assets is excluded from adjusted cost of sales, adjusted net earnings, EBITDA and adjusted EBITDA. These amounts include the amortization of intangible assets, inventory step-up, property, plant and equipment step-up, and intangible asset impairment charges, including for in-process research and development. For the acquisition of businesses accounted for under the provisions of the Financial Accounting Standards Board Accounting Standards Codification Topic 805, these purchase accounting impacts are excluded regardless of the financing method used for the acquisitions, including the use of cash, long-term debt, the issuance of common stock, contingent consideration or any combination thereof.

Upfront and Milestone-Related R&D Expenses

These expenses and payments are excluded from adjusted net earnings and adjusted EBITDA because they generally occur at irregular intervals and are not indicative of the Company's ongoing operations.

Accretion of Contingent Consideration Liability and Other Fair Value Adjustments

The impact of changes to the fair value of contingent consideration and accretion expense are excluded from adjusted net earnings and adjusted EBITDA because they are not indicative of the Company's ongoing operations due to the variability of the amounts and the lack of predictability as to the occurrence and/or timing and management believes their exclusion is helpful to understanding the underlying, ongoing operational performance of the business.

Share-based Compensation Expense

Share-based compensation expense is excluded from adjusted net earnings and adjusted EBITDA. Our share-based compensation programs have become increasingly weighted toward performance-based compensation, which leads to variability and to a lack of predictability as to the occurrence and/or timing of amounts incurred. As such, management believes the exclusion of such amounts on an ongoing basis is helpful to understanding the underlying operational performance of the business.

Restructuring, Acquisition Related and Other Special Items

Costs related to restructuring, acquisition and integration activities and other actions are excluded from adjusted cost of sales, adjusted net earnings and adjusted EBITDA, as applicable. These amounts include items such as:

- Costs related to formal restructuring programs and actions, including costs associated with facilities to be closed or divested, employee separation costs, impairment charges, accelerated depreciation, incremental manufacturing variances, equipment relocation costs, decommissioning and other restructuring related costs;
- Certain acquisition related remediation and integration and planning costs, as well as other costs associated with acquisitions such as advisory and legal fees, certain financing related costs, certain reimbursements related to the Company's obligation to reimburse Pfizer for certain financing and transaction related costs under the BCA and SDA, certain other TSA related exit costs, and other business transformation and/or optimization initiatives, which are not part of a formal restructuring program, including employee separation and post-employment costs;
- The pre-tax loss of the Company's clean energy investments, whose activities qualify for income tax credits under the Code; only included in adjusted net earnings is the net tax effect of the entity's activities;
- Other costs, incurred from time to time, related to certain special events or activities that lead to gains or losses, including, but not limited to, incremental manufacturing variances, asset write-downs, or liability adjustments;
- Certain costs to further develop and optimize our global enterprise resource planning systems, operations and supply chain; and
- The impact of changes related to uncertain tax positions is excluded from adjusted net earnings. In addition, tax adjustments to adjusted earnings are recorded to present items on an after-tax basis consistent with the presentation of adjusted net earnings.

The Company has undertaken restructurings and other optimization initiatives of differing types, scope and amount during the covered periods and, therefore, these charges should not be considered non-recurring; however, management excludes these amounts from adjusted net earnings and adjusted EBITDA because it believes it is helpful to understanding the underlying, ongoing operational performance of the business.

Litigation Settlements, Net

Charges and gains related to legal matters, such as those discussed in Note 19 *Litigation* included in Part II. Item 8 of this Form 10-K are generally excluded from adjusted net earnings and adjusted EBITDA. Normal, ongoing defense costs incurred by the Company in the normal course of our business are not excluded.

Reconciliation of U.S. GAAP Net Earnings to Adjusted Net Earnings

A reconciliation between net (loss) earnings as reported under U.S. GAAP, and adjusted net earnings for the periods shown follows:

	Year Ended December 31,		
(In millions, except per share amounts)	**2020**	**2019**	**2018**
U.S. GAAP net (loss) earnings	$ (669.9)	$ 16.8	$ 352.5
Purchase accounting related amortization (primarily included in cost of sales) [a]	1,933.6	1,767.0	1,833.9
Litigation settlements and other contingencies, net	107.8	(21.4)	(49.5)
Interest expense (primarily clean energy investment financing and accretion of contingent consideration)	12.6	27.2	39.7
Clean energy investments pre-tax loss	48.4	62.1	78.7
Acquisition related costs (primarily included in SG&A) [b]	613.6	89.5	21.4
Restructuring related costs [c]	323.1	104.6	240.2
Share-based compensation expense [d]	79.2	56.8	—
Other special items included in:			
Cost of sales [e]	438.1	366.0	225.1
Research and development expense [f]	47.2	121.1	118.2
Selling, general and administrative expense	44.6	60.2	43.7
Other expense, net	(16.8)	10.7	25.4
Tax effect of the above items and other income tax related items	(589.7)	(380.1)	(564.5)
Adjusted net earnings	$ 2,371.8	$ 2,280.5	$ 2,364.8

Significant items for the year ended December 31, 2020 include the following:

[a] Includes amortization of the purchase accounting inventory fair value adjustment related to the Combination totaling approximately $238.2 million.

[b] Acquisition related costs consist primarily of transaction costs including legal and consulting fees and integration activities. Refer to SG&A discussion within the section “2020 Compared to 2019”.

[c] For the year ended December 31, 2020, charges of approximately $207.7 million are included in cost of sales, approximately $0.4 million is included in R&D, and approximately $115.0 million is included in SG&A. Refer to Note 17 *Restructuring* included in Part II. Item 8 of this Form 10-K for additional information.

[d] Beginning in 2019, share-based compensation expense is excluded from adjusted net earnings. The full year impact for the year ended December 31, 2018 was insignificant. As such, the 2018 amount was not added back to U.S. GAAP net earnings.

[e] Costs incurred during the year ended December 31, 2020 includes incremental manufacturing variances and site remediation activities as a result of the activities at the Company’s Morgantown plant of approximately $238.4 million and incremental manufacturing variances and special bonus incurred as a result of the COVID-19 pandemic of $67.7 million.

[f] Adjustments primarily relate to non-refundable payments related to development collaboration agreements.

Reconciliation of U.S. GAAP Net Earnings to EBITDA and Adjusted EBITDA

Below is a reconciliation of U.S. GAAP net (loss) earnings to EBITDA and adjusted EBITDA for the twelve months ended December 31, 2020 compared to the prior year period:

(in millions)	Year Ended December 31, 2020	2019	2018
U.S. GAAP net (loss) earnings	$ (669.9)	$ 16.8	$ 352.5
Add / (deduct) adjustments:			
Net contribution attributable to equity method investments	48.4	62.1	78.7
Income tax (benefit) provision	(51.3)	137.6	(54.1)
Interest expense [(a)]	497.8	517.3	542.3
Depreciation and amortization [(b)]	2,216.1	2,019.3	2,109.9
EBITDA	$ 2,041.1	$ 2,753.1	$ 3,029.3
Add / (deduct) adjustments:			
Share-based compensation expense (income)	79.2	56.8	(3.3)
Litigation settlements and other contingencies, net	107.8	(21.4)	(49.5)
Restructuring, acquisition related and other special items [(c)]	1,426.0	751.2	646.4
Adjusted EBITDA	$ 3,654.1	$ 3,539.7	$ 3,622.9

[(a)] Includes clean energy investment financing and accretion of contingent consideration.

[(b)] Includes purchase accounting related amortization.

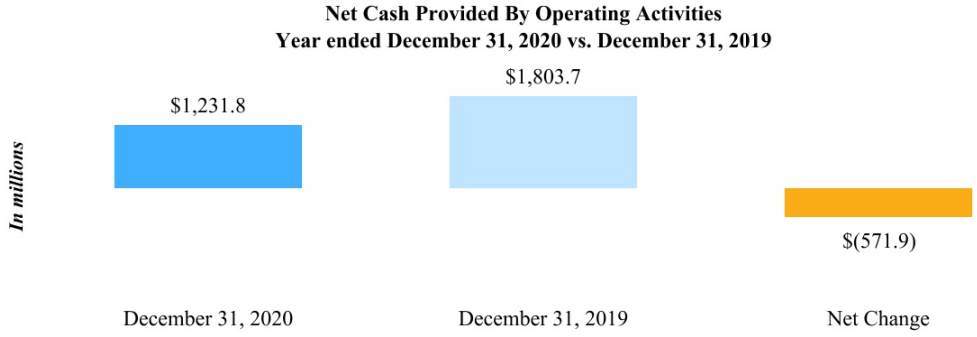
[(c)] See items detailed in the Reconciliation of U.S. GAAP Net (Loss) Earnings to Adjusted Net Earnings.

Liquidity and Capital Resources

Our primary source of liquidity is net cash provided by operating activities, which was $1.23 billion for the year ended December 31, 2020. We believe that net cash provided by operating activities and available liquidity will continue to allow us to meet our needs for working capital, capital expenditures and interest and principal payments on debt obligations. Nevertheless, our ability to satisfy our working capital requirements and debt service obligations, or fund planned capital expenditures, will substantially depend upon our future operating performance (which will be affected by prevailing economic conditions), and financial, business and other factors, some of which are beyond our control.

Operating Activities

Net cash provided by operating activities decreased by $571.9 million to $1.23 billion for the year ended December 31, 2020, as compared to net cash provided by operating activities of $1.80 billion for the year ended December 31, 2019. Net cash provided by operating activities is derived from net (loss) earnings adjusted for non-cash operating items, gains and losses attributed to investing and financing activities and changes in operating assets and liabilities resulting from timing differences between the receipts and payments of cash, including changes in cash primarily reflecting the timing of cash collections from customers, payments to vendors and employees and tax payments in the ordinary course of business.



The net decrease in net cash provided by operating activities was principally due to the following:

- a decrease in net earnings for the year ended December 31, 2020 of $686.7 million, principally as a result of a decrease in earnings from operations as a result of Combination and restructuring related expenses;
- a net increase of $229.0 million in the amount of cash used through changes in inventory balances;
- a net decrease in the amount of cash provided by changes in income taxes of $54.3 million as a result of the level and timing of estimated tax payments made during the current period.

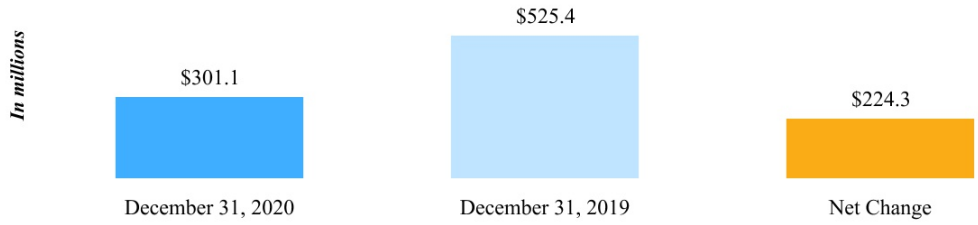
These items were partially offset by the following:

- a net increase in non-cash expenses of $303.3 million; and
- a net increase in the amount of cash provided by changes in accounts receivable of $98.7 million, reflecting the timing of sales and cash collections including the impact of factoring arrangements.

Investing Activities

Net cash used in investing activities was $301.1 million for the year ended December 31, 2020, as compared to net cash used in investing activities of $525.4 million for the year ended December 31, 2019, a decrease of $224.3 million.

Net Cash Used In Investing Activities
Year ended December 31, 2020 vs. December 31, 2019



In 2020, significant items in investing activities included the following:

- cash received from acquisitions, net totaling approximately $415.8 million primarily related to the cash received as part of the Combination;
- payments for product rights and other, net totaling approximately $438.2 million, primarily related to the acquisition of Aspen's thrombosis product portfolio in Europe along with other acquisitions of intellectual property rights and marketing authorizations;
- proceeds from the sale of assets of $20.0 million; and
- capital expenditures, primarily for equipment and facilities, totaling approximately $243.0 million. While there can be no assurance that current expectations will be realized, capital expenditures for the 2021 calendar year are expected to be approximately $500 million to $650 million.

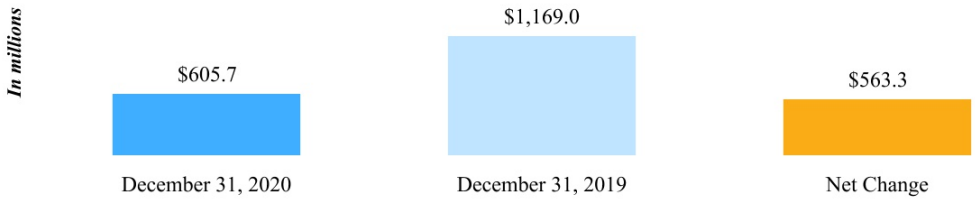
In 2019, significant items in investing activities included the following:

- cash paid for acquisitions, net totaling approximately $148.7 million, primarily related to payments to Novartis for the purchase of the worldwide rights to the TOBI Podhaler® and TOBI® solution global cystic fibrosis products;
- payments for product rights and other, net totaling approximately $192.8 million, primarily related to the acquisitions of intellectual property rights and marketing authorizations;
- proceeds from the sale of assets of $28.0 million; and
- capital expenditures, primarily for equipment and facilities, totaling approximately $213.2 million.

Financing Activities

Net cash used in financing activities was $605.7 million for the year ended December 31, 2020, as compared to net cash used in financing activities of $1.17 billion for the year ended December 31, 2019, a decrease of $563.3 million.

Net Cash Used In Financing Activities
Year ended December 31, 2020 vs. December 31, 2019



In 2020, significant items in financing activities included the following:

- net short-term borrowings of $1.10 billion;
- long-term borrowings under the Revolving Facility of $983.0 million;
- long-term debt payments of approximately $2.48 billion, consisting primarily of repayment at maturity of €500.0 million principal amount of Floating Rate Euro Notes due May 2020, repayment at maturity of €750.0 million principal amount of Euro Senior Notes due November 2020, repayment of $983.0 million of borrowings under the Revolving Facility and repayment at maturity of $50.0 million principal amount of Senior Notes due 2020;
- non-contingent payments for product rights totaling approximately $143.3 million primarily related to the acquisitions of intellectual property rights and marketing authorizations in prior periods; and
- payments totaling approximately $48.5 million (of the $111.8 million) in profit share and milestone payments related to the respiratory delivery platform contingent consideration. The remaining payments related to the respiratory delivery platform contingent consideration are included as a component of other operating assets and liabilities, net within net cash from operating activities.

In 2019, significant items in financing activities included the following:

- long-term debt payments of approximately $1.11 billion consisting primarily of the repayment at maturity of $550.0 million principal amount of the 2.500% Senior Notes due 2019, the partial redemption of $450.0 million principal amount of the 3.750% Senior Notes due 2020 and the repayment of the remaining approximately $100.0 million balance of the 2016 Term Facility; and
- payments totaling approximately $60.3 million (of the total $99.0 million) in milestone payments related to Pfizer's respiratory delivery platform contingent consideration. The remaining payments related to the respiratory delivery platform contingent consideration are included as a component of other operating assets and liabilities, net within net cash from operating activities.

Capital Resources

Our cash and cash equivalents totaled $844.4 million at December 31, 2020, and the majority of these funds are held by our non-U.S. subsidiaries. The Company anticipates having sufficient liquidity, including existing borrowing capacity under the Revolving Facility, Commercial Paper Program and the Receivables Facility and the Note Securitization Facility combined with cash to be generated from operations, to fund foreseeable cash needs without requiring the repatriation of non-U.S. cash.

The Company has access to $4.00 billion under the Revolving Facility which matures in November 2023. Up to $1.65 billion of the Revolving Facility may be used to support borrowings under our Commercial Paper Program.

In addition to the Revolving Facility, Mylan Pharmaceuticals Inc., a wholly owned subsidiary of the Company, has access to $400 million under the Receivables Facility, which expires in April 2022. As of December 31, 2020, the Company had $248.4 million outstanding under the Receivables Facility.

In August 2020, the Company entered into the Note Securitization Facility for borrowings up to $200 million. Under the terms of each of the Receivables Facility and Note Securitization Facility, certain of our accounts receivable secure the amounts borrowed and cannot be used to pay our other debts or liabilities. The amount that we may borrow at a given point in time is determined based on the amount of qualifying accounts receivable that are present at such point in time. Borrowings outstanding under the Receivables Facility bear interest at a commercial paper rate plus 0.925% and under the Note Securitization Facility at a rate per annum quoted from time to time by MUFG Bank, Ltd. plus 1.00% and are included as a component of short-term borrowings, while the accounts receivable securing these obligations remain as a component of accounts receivable, net, in our consolidated balance sheets. In addition, the agreements governing the Receivables Facility and Note Securitization Facility contain various customary affirmative and negative covenants, and customary default and termination provisions.

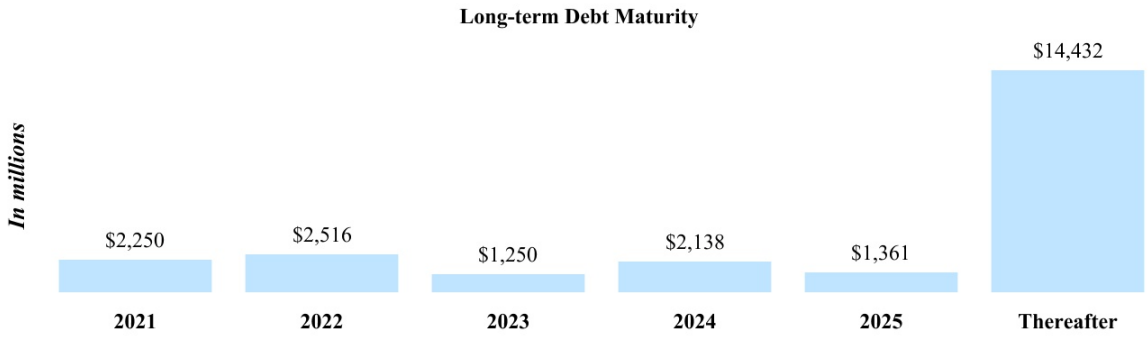
We have entered into accounts receivable factoring agreements with financial institutions to sell certain of our non-U.S. accounts receivable. These transactions are accounted for as sales and result in a reduction in accounts receivable because the agreements transfer effective control over and risk related to the receivables to the buyers. Our factoring agreements do not allow for recourse in the event of uncollectibility, and we do not retain any interest in the underlying accounts receivable once sold. We derecognized $153.0 million and $90.1 million of accounts receivable as of December 31, 2020 and 2019 under these factoring arrangements, respectively.

At December 31, 2020, our long-term debt, including the current portion, totaled $24.69 billion, as compared to $12.67 billion at December 31, 2019. Total long-term debt is calculated net of deferred financing fees which were $49.2 million and $60.5 million at December 31, 2020 and December 31, 2019, respectively.

For additional information regarding our debt and debt agreements refer to Note 10 *Debt* in Part II. Item 8 of this Form 10-K.

Long-term Debt Maturity

Mandatory minimum repayments remaining on the outstanding notional amount of long-term debt at December 31, 2020 was as follows for each of the periods ending December 31:



The Company's Revolving Facility contains customary affirmative covenants for facilities of this type, including among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of corporate existence and rights, property, and insurance and compliance with laws, as well as customary negative covenants for facilities of this type, including limitations on the incurrence of subsidiary indebtedness, liens, mergers and certain other fundamental changes, investments and loans, acquisitions, transactions with affiliates, payments of dividends and other restricted payments and changes in our lines of business.

The Revolving Facility contains a maximum consolidated leverage ratio financial covenant requiring maintenance of a maximum ratio of consolidated total indebtedness as of the end of any quarter to consolidated EBITDA for the trailing four quarters as defined in the related credit agreement ("maximum leverage ratio").

The maximum leverage ratio is 4.25 to 1.00 for the first four full fiscal quarters following the close of the Combination and 3.75 to 1.00 thereafter, except in circumstances as defined in the related credit agreement. The Company is in compliance at December 31, 2020 and expects to remain in compliance for the next twelve months.

Supplemental Guarantor Financial Information

Subsequent to the Combination, Utah Acquisition Sub Inc. is the issuer of the 3.150% Senior Notes due 2021, 3.950% Senior Notes due 2026 and 5.250% Senior Notes due 2046 (collectively, the "Utah Senior Notes"), which are fully and unconditionally guaranteed on a senior unsecured basis by Mylan Inc., Viatris Inc. and Mylan II B.V.

Mylan Inc. is the issuer of the 4.200% Senior Notes due 2023, 4.550% Senior Notes due 2028, 5.400% Senior Notes due 2043 and 5.200% Senior Notes due 2048 (collectively, the "Mylan Inc. Senior Notes" and, together with the Utah Senior Notes, the "Senior Notes"), which are fully and unconditionally guaranteed on a senior unsecured basis by Mylan II B.V., Viatris Inc. and Utah Acquisition Sub Inc.

The respective obligations of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc., and Mylan II B.V. as guarantors of the Senior Notes, as applicable, are senior unsecured obligations of the applicable guarantor and rank *pari passu* in right of payment with all of such guarantor's existing and future senior unsecured obligations that are not expressly subordinated to such guarantor's guarantee of the applicable series of Senior Notes, rank senior in right of payment to any future obligations of such guarantor that are expressly subordinated to such guarantor's guarantee of the applicable series of Senior Notes, and are effectively subordinated to such guarantor's existing and future secured obligations to the extent of the value of the collateral securing such obligations. The respective obligations of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc., and Mylan II B.V. as guarantors of the Senior Notes, as applicable, are structurally subordinated to all of the existing and future liabilities, including trade payables, of the existing and future subsidiaries of such guarantor that do not guarantee the applicable series of Senior Notes.

The guarantees by Viatris Inc., Mylan Inc. and Mylan II B.V. of the Utah Senior Notes will terminate under the following customary circumstances: (1) a sale or disposition of Mylan Inc. in a transaction that complies with the applicable indenture such that Mylan Inc. ceases to be a subsidiary of Viatris Inc.; (2) legal defeasance or covenant defeasance, each as described in the applicable indenture, or if Utah Acquisition Sub Inc.'s obligations under the applicable indenture are discharged; or (3) the earlier to occur of (i) the release of their respective guarantees under all applicable Mylan Inc. debt and (ii) Mylan Inc. no longer having any obligations in respect of any Mylan Inc. debt.

The guarantee obligations of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc., and Mylan II B.V. under the Senior Notes are subject to certain limitations and terms similar to those applicable to other guarantees of similar instruments, including that (i) the guarantees are subject to fraudulent transfer and conveyance laws and (ii) each guarantee is limited in amount to an amount not to exceed the maximum amount that can be guaranteed by the applicable guarantor without rendering the guarantee, as it relates to such guarantor, voidable under applicable fraudulent transfer and conveyance laws or similar laws affecting the rights of creditors generally.

The following table presents unaudited summarized financial information of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc., and Mylan II B.V. on a combined basis as of and for the year ended December 31, 2020 and 2019. All intercompany balances have been eliminated in consolidation. This unaudited combined summarized financial information is presented utilizing the equity method of accounting.

(In millions)	Combined Summarized Balance Sheet Information of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc. and Mylan II B.V.	
	December 31, 2020	December 31, 2019
ASSETS		
Current assets	$ 477.7	$ 152.2
Non-current assets	61,272.4	41,602.4
LIABILITIES AND EQUITY		
Current liabilities	20,951.7	15,414.9
Non-current liabilities	17,844.2	14,455.9

(In millions)	Combined Summarized Balance Sheet Information of Viatris Inc., Mylan Inc., Utah Acquisition Sub Inc. and Mylan II B.V.	
	Year Ended December 31, 2020	Year Ended December 31, 2019
Revenues	$ —	$ —
Gross Profit	—	—
Loss from Operations	(929.6)	(790.3)
Net (loss) earnings	(669.9)	16.8

Other Commitments

The Company is involved in various disputes, governmental and/or regulatory inquiries, investigations and proceedings, tax proceedings and litigation matters, both in the U.S. and abroad, that arise from time to time, some of which could result in losses, including damages, fines and/or civil penalties, and/or criminal charges against the Company. These matters are often complex and have outcomes that are difficult to predict. We have approximately $343 million accrued for legal contingencies at December 31, 2020.

While the Company believes that it has meritorious defenses with respect to the claims asserted against it and the assumed legal matters referenced above, and intends to vigorously defend its position, the process of resolving these matters is inherently uncertain and may develop over a long period of time, and so it is not possible to predict the ultimate resolution of any such matter. It is possible that an unfavorable resolution of any of the ongoing matters could have a material effect on the Company's business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

In conjunction with the Combination, Viatris entered into a TSA with Pfizer pursuant to which each party will provide certain limited transition services to the other party generally for an initial period of 24 months from closing date. In addition to the monthly service fees under the TSA, Viatris has agreed to reimburse Pfizer for fifty percent of the costs, up to the first $380 million incurred, to establish and wind down the TSA services. Viatris will be required to fully reimburse Pfizer for total costs in excess of $380 million. Through the year ended December 31, 2020, the Company has incurred $53.1 million related to this provision of the TSA.

We are continuously evaluating the potential acquisition of products, as well as companies, as a strategic part of our future growth. Consequently, we may utilize current cash reserves or incur additional indebtedness to finance any such acquisitions, which could impact future liquidity. In addition, on an ongoing basis, we review our operations including the evaluation of potential divestitures of products and businesses as part of our future strategy. Any divestitures could impact future liquidity.

Contractual Obligations

The following table summarizes our contractual obligations at December 31, 2020 and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

(In millions)	Total	Less than One Year	One-Three Years	Three-Five Years	Thereafter
Long-term debt	$ 23,947.0	$ 2,250.0	$ 3,766.0	$ 3,499.0	$ 14,432.0
Scheduled interest payments [1]	4,341.1	393.7	698.3	593.7	2,655.4
Leases	361.9	89.9	114.6	62.3	95.1
Other Commitments [2]	2,595.7	1,328.1	360.0	291.9	615.7
	$ 31,245.7	$ 4,061.7	$ 4,938.9	$ 4,446.9	$ 17,798.2

(1) Scheduled interest payments represent the estimated interest payments related to our outstanding borrowings under senior notes and other long-term debt. Variable debt interest payments are estimated using current interest rates.

(2) Other commitments include funding commitments related to the Company's clean energy investments, agreements to purchase third-party manufactured products, open purchase orders, transition tax and estimated post-employment payments at December 31, 2020.

Due to the uncertainty with respect to the timing of future payments, if any, the following contingent payments have not been included in the table above.

We are contractually obligated to make potential future development, regulatory and commercial milestone, royalty and/or profit sharing payments in conjunction with acquisitions we have entered into with third parties. The most significant of these relates to the potential future consideration related to the acquisition of the exclusive worldwide rights to develop, manufacture and commercialize a generic equivalent to GlaxoSmithKline's Advair® Diskus incorporating Pfizer's respiratory delivery platform. These payments are contingent upon the occurrence of certain future events and, given the nature of these events, it is unclear when we may be required to pay such amounts. The amount of the contingent consideration liabilities was $223.6 million at December 31, 2020. In addition, the Company expects to incur approximately $8 million to $10 million of non-cash accretion expense related to the increase in the net present value of the contingent consideration liabilities in 2021.

With respect to the timing of future cash flows associated with our unrecognized tax benefits at December 31, 2020, we are unable to make reasonably reliable estimates of the period of cash settlement with the respective taxing authority. As such, $391.1 million of unrecognized tax benefits have been excluded from the contractual obligations table above.

In the normal course of business, Viatris periodically enters into employment, legal settlement and other agreements which incorporate indemnification provisions. While the maximum amount to which Viatris may be exposed under such agreements cannot be reasonably estimated, the Company maintains insurance coverage, which management believes will effectively mitigate the Company's obligations under these indemnification provisions. No amounts have been recorded in the consolidated financial statements with respect to the Company's obligations under such agreements.

We have entered into employment and other agreements with certain executives and other employees that provide for compensation and certain other benefits. These agreements provide for severance payments under certain circumstances.

Collaboration and Licensing Agreements

We periodically enter into collaboration and licensing agreements with other pharmaceutical companies for the development, manufacture, marketing and/or sale of pharmaceutical products. Our significant collaboration agreements are primarily focused on the development, manufacturing, supply and commercialization of multiple, high-value generic biologic compounds, insulin analog products and respiratory products, among other complex products. Under these agreements, we have future potential milestone payments and co-development expenses payable to third parties as part of our licensing, development and co-development programs. Payments under these agreements generally become due and are payable upon the satisfaction or achievement of certain developmental, regulatory or commercial milestones or as development expenses are incurred on defined projects. Milestone payment obligations are uncertain, including the prediction of timing and the occurrence of events triggering a future obligation and are not reflected as liabilities in the consolidated balance sheets, except obligations reflected as acquisition related contingent consideration. Refer to Note 9 *Financial Instruments and Risk Management* included in Part II. Item 8 of this Form 10-K for further discussion of contingent consideration. Our potential maximum development milestones

not accrued for at December 31, 2020 totaled approximately $380 million. We estimate that the amounts that may be paid in the next twelve months to be approximately $40 million. These agreements may also include potential sales-based milestones and call for us to pay a percentage of amounts earned from the sale of the product as a royalty or a profit share. The amounts disclosed do not include sales-based milestones or royalty or profit share obligations on future sales of product as the timing and amount of future sales levels and costs to produce products subject to these obligations is not reasonably estimable. These sales-based milestones or royalty or profit share obligations may be significant depending upon the level of commercial sales for each product.

The Company's significant collaboration and licensing agreements include those with Revance, Momenta, Theravance Biopharma, Biocon and FKB. Refer to Note 18 *Collaboration and Licensing Agreements* included in Part II. Item 8 of this Form 10-K for additional information related to our collaborations.

Application of Critical Accounting Policies

Our significant accounting policies are described in Note 2 *Summary of Significant Accounting Policies* included in Part II. Item 8 of this Form 10-K and are in accordance with U.S. GAAP.

Included within these policies are certain policies which contain critical accounting estimates and, therefore, have been deemed to be "critical accounting policies." Critical accounting estimates are those which require management to make assumptions about matters that were uncertain at the time the estimate was made and for which the use of different estimates, which reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur from period to period could have a material impact on our financial condition or results of operations. We have identified the following to be our critical accounting policies: the determination of net revenue provisions, acquisitions, intangible assets, goodwill and contingent consideration, income taxes and the impact of existing legal matters.

Revenue Recognition

We recognize revenues in accordance with ASC 606. Under ASC 606, the Company recognizes net revenue for product sales when control of the promised goods or services is transferred to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. Revenues are recorded net of provisions for variable consideration, including discounts, rebates, governmental rebate programs, price adjustments, returns, chargebacks, promotional programs and other sales allowances. Accruals for these provisions are presented in the consolidated financial statements as reductions in determining net sales and as a contra asset in accounts receivable, net (if settled via credit) and other current liabilities (if paid in cash). Amounts recorded for revenue deductions can result from a complex series of judgements about future events and uncertainties and can rely heavily on estimates and assumptions. As such, they have been identified as critical accounting estimates. The following section briefly describes the nature of our provisions for variable consideration and how such provisions are estimated:

- *Chargebacks*: the Company has agreements with certain indirect customers, such as independent pharmacies, retail pharmacy chains, managed care organizations, hospitals, nursing homes, governmental agencies and pharmacy benefit managers, which establish contract prices for certain products. The indirect customers then independently select a wholesaler from which to purchase the products at these contracted prices. Alternatively, certain wholesalers may enter into agreements with indirect customers that establish contract pricing for certain products, which the wholesalers provide. Under either arrangement, Viatris will provide credit to the wholesaler for any difference between the contracted price with the indirect party and the wholesaler's invoice price. Such credits are called chargebacks. The provision for chargebacks is based on expected sell-through levels by our wholesaler customers to indirect customers, as well as estimated wholesaler inventory levels. We continually monitor our provision for chargebacks and evaluate our reserve and estimates as additional information becomes available. A change of 5% would have an effect on our reserve balance of approximately $29.3 million.
- *Rebates, promotional programs and other sales allowances*: this category includes rebate and other programs to assist in product sales. These programs generally provide that the customer receives credit directly related to the amount of purchases or credits upon the attainment of pre-established volumes. Also included in this category are prompt pay discounts, administrative fees and price adjustments to reflect decreases in the selling prices of products. A change of 5% would have an effect on our reserve balance of approximately $78.8 million.
- *Returns*: consistent with industry practice, Viatris maintains a return policy that allows customers to return a product, which varies country by country in accordance with local practices, generally within a specified period prior (six months) and subsequent (twelve months) to the expiration date. The Company's estimate of the provision for returns is generally based upon historical experience with actual returns. Generally, returned products are destroyed and

customers are refunded the sales price in the form of a credit. A change of 5% would have an effect on our reserve balance of approximately $27.0 million.

- *Governmental rebate programs*: government reimbursement programs in the U.S. include Medicare, Medicaid, and State Pharmacy Assistance Programs established according to statute, regulations and policy. Manufacturers of pharmaceutical products that are covered by the Medicaid program are required to pay rebates to each state based on a statutory formula set forth in the Social Security Act. Medicare beneficiaries are eligible to obtain discounted prescription drug coverage from private sector providers. In addition, certain states have also implemented supplemental rebate programs that obligate manufacturers to pay rebates in excess of those required under federal law. Our estimate of these rebates is based on the historical trends of rebates paid as well as on changes in wholesaler inventory levels and increases or decreases in the level of sales. We estimate discounts on branded prescription drug sales to Medicare Part D participants in the Medicare "coverage gap" based on historical experience of prescriptions and utilization expected to result in the discount of the "coverage gap".

  Outside the U.S. the majority of our pharmaceutical sales are contractually or legislatively governed. In certain European countries, certain rebates are calculated on the governments total pharmaceutical spending or on specific product sale thresholds. We utilize historical data and obtain third party information to determine the adequacy of these accruals. Also, this provision includes price reductions that are mandated by law outside of the U.S.

  A change of 5% would have an effect on our reserve balance of approximately $15.7 million.

  The following is a rollforward of the categories of variable consideration during 2020:

(In millions)	Balance at December 31, 2019	Current Provision Related to Sales Made in the Current Period	Balances Acquired Through Acquisition	Checks/ Credits Issued to Third Parties	Effects of Foreign Exchange	Balance at December 31, 2020
Chargebacks	$ 518.6	$ 3,656.2	$ 92.2	$ (3,685.9)	$ 4.1	$ 585.2
Rebates, promotional programs and other sales allowances	1,084.1	3,765.5	627.2	(3,896.5)	(4.0)	1,576.3
Returns	393.0	329.7	128.0	(314.8)	4.0	539.9
Governmental rebate programs	$ 312.8	327.8	39.4	(358.8)	(7.9)	313.3
Total	$ 2,308.5	$ 8,079.2	$ 886.8	$ (8,256.0)	$ (3.8)	$ 3,014.7

Accruals for these provisions are presented in the consolidated financial statements as reductions in determining net revenues and in accounts receivable and other current liabilities. Accounts receivable are presented net of allowances relating to these provisions, which were comprised of the following at December 31, 2020 and 2019, respectively:

(In millions)	December 31, 2020	December 31, 2019
Accounts receivable	$ 1,802.9	$ 1,512.0
Other current liabilities	1,211.8	796.5
Total	$ 3,014.7	$ 2,308.5

We have not made and do not anticipate making any significant changes to the methodologies that we use to measure provisions for variable consideration; however, the balances within these reserves can fluctuate significantly through the consistent application of our methodologies. Historically, we have not recorded in any current period any material amounts related to adjustments made to prior period reserves.

Acquisitions, Intangible Assets, Goodwill and Contingent Consideration

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with the provisions of ASC 805, which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective estimated fair values. The cost to acquire businesses is allocated to the underlying net assets of the acquired business based on estimates of their respective fair values. Amounts allocated to acquired IPR&D are capitalized at the date of acquisition and, at that time, such IPR&D assets have indefinite lives. As products in development are approved for sale, amounts are allocated to product rights and licenses and will be amortized over their estimated useful lives. Finite-lived intangible assets are amortized over the expected life of the asset. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill. Refer to Note 4 *Acquisitions and Other Transactions* included in Part II. Item 8 of this Form 10-K for further additional information regarding the Company's acquisitions, including the acquisition accounting related to the Combination.

Purchases of developed products and licenses that are accounted for as asset acquisitions are capitalized as intangible assets and amortized over an estimated useful life. IPR&D assets acquired as part of an asset acquisition are expensed immediately if they have no alternative future uses.

The judgments made in determining the estimated fair value assigned to each class of assets acquired and liabilities assumed, as well as asset lives, can materially impact our results of operations. Fair values and useful lives are determined based on, among other factors, the expected future period of benefit of the asset, the various characteristics of the asset and projected cash flows. Because this process involves management making estimates with respect to future sales volumes, pricing, new product launches, government reform actions, anticipated cost environment and overall market conditions, and because these estimates form the basis for the determination of whether or not an impairment charge should be recorded, these estimates are considered to be critical accounting estimates.

The Company records contingent consideration resulting from business acquisitions at its estimated fair value on the acquisition date. Each reporting period thereafter, the Company revalues these obligations and records increases or decreases in their fair value as adjustments to litigation settlements and other contingencies, net within the consolidated statements of operations. Changes in the fair value of the contingent consideration obligations can result from adjustments to the discount rates, payment periods and adjustments in the probability of achieving future development steps, regulatory approvals, market launches, sales targets and profitability. These fair value measurements represent Level 3 measurements as they are based on significant inputs not observable in the market.

Significant judgment is employed in determining the assumptions utilized as of the acquisition date and for each subsequent measurement period. Accordingly, changes in the assumptions described above could have a material impact on the Company's consolidated financial condition and results of operations.

The Company reviews goodwill for impairment at least annually or more frequently if events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable based on management's assessment of the fair value of the Company's reporting units as compared to their related carrying value. Under the authoritative guidance issued by the FASB, we have the option to first assess the qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative goodwill impairment test. If we choose to use qualitative factors and determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the goodwill impairment test would be required. The goodwill impairment test requires the Company to estimate the fair value of the reporting unit and to compare the fair value of the reporting unit with its carrying amount. If the carrying amount is less than its fair value, then no impairment is recognized. If the carrying amount recorded exceeds the fair value calculated, an impairment charge is recorded for the difference. The judgments made in determining the projected cash flows used to estimate the fair value can materially impact the Company's financial condition and results of operations.

Mylan historically performed its annual goodwill impairment test on April 1st. As a result of the decline in the Mylan's share price during the first quarter of 2020, and the general uncertainty and volatility in the economic environments in which the Company operates, including the impacts of the COVID-19 pandemic, the Company performed an interim goodwill impairment test as of March 31, 2020 and its annual goodwill impairment test as of April 1, 2020.

Mylan performed both the interim and annual goodwill impairment tests on a quantitative basis for its four reporting units, North America Generics, North America Brands, Europe and Rest of World. In estimating each reporting unit's fair value, Mylan performed an extensive valuation analysis, utilizing both income and market-based approaches, except for the North America Brands reporting unit where the fair value was estimated utilizing the income approach. The determination of

the fair value of the reporting units requires management to make significant estimates and assumptions that affect the reporting unit's expected future cash flows. These estimates and assumptions, utilizing Level 3 inputs, primarily include, but are not limited to, market multiples, control premiums, the discount rate, terminal growth rates, operating income before depreciation and amortization, and capital expenditures forecasts. The following describes the valuation methodologies used to derive the estimated fair value of the reporting units.

Income Approach: Under this approach, to determine fair value, we discounted the expected future cash flows of each reporting unit. We used a discount rate, which reflected the overall level of inherent risk and the rate of return an outside investor would have expected to earn. To estimate cash flows beyond the final year of our model, we used a terminal value approach. Under this approach, we used EBITDA in the final year of our model, adjusted to estimate a normalized cash flow, applied a perpetuity growth assumption, and discounted by a perpetuity discount factor to determine the terminal value. We incorporated the present value of the resulting terminal value into our estimate of fair value.

Market-Based Approach: The Company also utilizes a market-based approach to estimate fair value, principally utilizing the guideline company method which focuses on comparing our risk profile and growth prospects to a select group of publicly traded companies with reasonably similar guidelines.

As of March 31, 2020 and April 1, 2020, the allocation of goodwill among the reporting units was as follows: North America Generics $2.60 billion, North America Brands $0.65 billion, Europe $4.43 billion and Rest of World $1.65 billion.

As of March 31, 2020 and April 1, 2020, Mylan determined that the fair value of the North America Generics, North America Brands and Rest of World reporting units was substantially in excess of the respective unit's carrying value. However, when compared to the April 1, 2019 test, the fair value of the overall business declined because of future forecasts and the decline in share price.

For the Europe reporting unit, the estimated fair value exceeded its carrying value by approximately $1.2 billion or 11.0% for both the interim and annual goodwill impairment test. As it relates to the income approach for the Europe reporting unit at March 31, 2020 and April 1, 2020, the Company forecasted cash flows for the next 5 years. During the forecast period, the revenue compound annual growth rate was approximately 7.5%. A terminal year value was calculated with a 2.0% revenue growth rate applied. The discount rate utilized was 11.0% and the estimated tax rate was 25.5%. Under the market-based approach, we utilized an estimated range of market multiples of 8.0 to 9.5 times EBITDA plus a control premium of 15.0%. If all other assumptions are held constant, a reduction in the terminal value growth rate by 3.5% or an increase in discount rate by 3.5% would result in an impairment charge for the Europe reporting unit.

Due to the inherent uncertainty involved in making these estimates, actual results could differ from those estimates. In addition, changes in underlying assumptions, especially as it relates to the key assumptions detailed, could have a significant impact on the fair value of the reporting units.

As a result of the Combination and the integration of our portfolio across our regions, the Company changed its reportable segments. The Company now has four reportable segments on a geographic basis, Developed Markets, Greater China, JANZ and Emerging Markets. Subsequent to the change in segments, our reporting units for allocating and evaluating Goodwill impairment will be North America, Europe, Greater China, JANZ and Emerging Markets.

The carrying values of long-lived assets, which include property, plant and equipment and intangible assets with finite lives, are evaluated periodically in relation to the expected future undiscounted cash flows of the underlying assets and monitored for other potential triggering events. We have assessed the recoverability of certain long-lived assets, principally finite-lived intangible assets, contained within the reporting units whenever certain impairment indicators are present. Any impairment of these assets must be considered prior to our impairment review of goodwill. The assessment for impairment is based on our ability to recover the carrying value of the long-lived assets or asset grouping by analyzing the expected future undiscounted pre-tax cash flows specific to the asset or asset grouping. If the carrying amount is greater than the undiscounted cash flows, the Company recognizes an impairment loss for the excess of the carrying amount over the estimated fair value based on discounted cash flows.

Significant management judgment is involved in estimating the recoverability of these assets and is dependent upon the accuracy of the assumptions used in making these estimates, as well as how the estimates compare to the eventual future operating performance of the specific asset or asset grouping. For the years ended December 31, 2020, 2019 and 2018, the Company recorded $45.0 million, $42.3 million, and $106.3 million, respectively, of impairment charges for finite-lived intangible assets, which were recorded as a component of amortization expense. At December 31, 2020 and 2019, the Company's finite-lived intangible assets totaled $29.68 billion and $11.53 billion, respectively. Changes to any of the

Company's assumptions related to the estimated fair value based on the discounted cash flows, including discount rates or the competitive environment related to the assets, could lead to future material impairment charges. Any future long-lived assets impairment charges could have a material impact on the Company's consolidated financial condition and results of operations.

The Company's indefinite-lived intangible assets, principally IPR&D, are tested at least annually for impairment or upon the occurrence of a triggering event. The impairment test for IPR&D consists of a comparison of the asset's fair value with its carrying value. Impairment is determined to exist when the fair value of IPR&D assets, which is based upon updated forecasts and commercial development plans, is less than the carrying value of the assets being tested. For the years ended December 31, 2020, 2019 and 2018, the Company recorded $37.4 million, $138.3 million, and $117.7 million, respectively, of impairment charges, which were recorded as a component of amortization expense. At December 31, 2020 and 2019, the Company's IPR&D assets totaled $80.7 million and $120.3 million, respectively.

The fair value of both IPR&D and finite-lived intangible assets was determined based upon detailed valuations employing the income approach which utilized Level 3 inputs, as defined in Note 9 *Financial Instruments and Risk Management* included in Part II. Item 8 of this Form 10-K. Changes to any of the Company's assumptions including changes to or abandonment of development programs, regulatory timelines, discount rates or the competitive environment related to the assets could lead to future material impairment charges.

Income Taxes

We compute our income taxes based on the statutory tax rates and tax reliefs available to Viatris in the various jurisdictions in which we generate income. Significant judgment is required in determining our income taxes and in evaluating our tax positions. We establish reserves in accordance with Viatris' policy regarding accounting for uncertainty in income taxes. Our policy provides that the tax effects from an uncertain tax position be recognized in Viatris' financial statements, only if the position is more likely than not of being sustained upon audit, based on the technical merits of the position. We adjust these reserves in light of changing facts and circumstances, such as the settlement of a tax audit. Our provision for income taxes includes the impact of reserve provisions and changes to reserves. Favorable resolution would be recognized as a reduction to our provision for income taxes in the period of resolution or expiration of the underlying statutes of limitation. Based on this evaluation, as of December 31, 2020, our reserve for unrecognized tax benefits totaled $391.1 million, of which $264.0 million was recorded in connection with the Combination and is subject to Pfizer's indemnification obligations to Viatris under the Tax Matters Agreement.

Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to utilize the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred in certain taxing jurisdictions over the three-year period ended December 31, 2020. Such objective evidence limits the ability to consider other subjective evidence such as our projections for future growth.

Based on this evaluation and other factors, as of December 31, 2020, a valuation allowance of $443.6 million has been recorded in order to measure only the portion of the deferred tax asset that more likely than not will be realized. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as projections for growth. When assessing the realizability of deferred tax assets, management considers all available evidence, including historical information, long-term forecasts of future taxable income and possible tax planning strategies. Amounts recorded for valuation allowances can result from a complex series of estimates, assumptions and judgments about future events. Due to the inherent uncertainty involved in making these estimates, assumptions and judgments, actual results could differ materially. Any future increases to the Company's valuation allowances could materially impact the Company's consolidated financial condition and results of operations. At December 31, 2020 and 2019, the Company's net deferred tax assets totaled $2.15 billion and $703.1 million, respectively.

A variance of 5% between estimated reserves and valuation allowances and actual resolution and realization of these tax items would have an effect on our reserve balance and valuation allowance of approximately $41.8 million.

Legal Matters

Viatris is involved in various legal proceedings, some of which involve claims for substantial amounts. An estimate is made to accrue for a loss contingency relating to any of these legal proceedings if it is probable that a liability was incurred as of the date of the financial statements and the amount of loss can be reasonably estimated. Because of the subjective nature inherent in assessing the outcome of litigation and because of the potential that an adverse outcome in a legal proceeding could

have a material adverse effect on our business, financial condition, results of operations, cash flows, and/or ordinary share price, such estimates are considered to be critical accounting estimates.

A variance of 5% between estimated and recorded litigation reserves and actual resolution of certain legal matters would have an effect on our litigation reserve balance of approximately $17.2 million. Refer to Note 19 *Litigation* included in Part II. Item 8 of this Form 10-K for further discussion of litigation matters.

Impact of Currency Fluctuations and Inflation

Because our results are reported in U.S. Dollars, changes in the rate of exchange between the U.S. Dollar and the local currencies in the markets in which we operate, mainly the Euro, Indian Rupee, Chinese Renminbi, Japanese Yen, Australian Dollar, Canadian Dollar, Pound Sterling and South Korean Won affect our results as previously noted. We do not believe that inflation has had a material impact on our revenues or operations in any of the past three years.

Recent Accounting Pronouncements

Refer to Note 2 *Summary of Significant Accounting Policies* in Part II. Item 8 of this Form 10-K for recently adopted accounting pronouncements and recently issued accounting pronouncements not yet adopted.

ITEM 7A. Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Exchange Risk

A significant portion of our revenues and earnings are exposed to changes in foreign currency exchange rates. We seek to manage this foreign exchange risk in part through operational means, including managing same currency revenues in relation to same currency costs and same currency assets in relation to same currency liabilities.

From time to time, foreign exchange risk is managed through the use of foreign currency forward-exchange contracts. These contracts are used to offset the potential earnings effects from mostly intercompany foreign currency assets and liabilities that arise from operations and from intercompany loans. Viatris' primary areas of foreign exchange risk relative to the U.S. Dollar are the Euro, Indian Rupee, Chinese Renminbi, Japanese Yen, Australian Dollar, Canadian Dollar, Pound Sterling and South Korean Won. Any unhedged foreign exchange exposures continue to be subject to market fluctuations.

Our financial instrument holdings at year end were analyzed to determine their sensitivity to foreign exchange rate changes. The fair values of these instruments were determined as follows:

- foreign currency forward-exchange contracts — net present values
- foreign currency denominated receivables, payables, debt and loans — changes in exchange rates

In this sensitivity analysis, we assumed that the change in one currency's rate relative to the U.S. Dollar would not have an effect on other currencies' rates relative to the U.S. Dollar. All other factors were held constant.

If there were an adverse change in foreign currency exchange rates of 10%, the expected net effect on net income related to Viatris's foreign currency denominated financial instruments would not be material.

The Company is also exposed to translation risk on non-U.S. dollar-denominated net assets. Non-U.S. dollar borrowings, principally our Euro denominated long-term debt, are used to hedge the foreign currency exposures of our net investment in certain foreign affiliates and are designated as hedges of net investments. The foreign exchange gains or losses on these hedges is included in the foreign currency translation component of accumulated other comprehensive income (loss). If our net investment decreases below the equivalent value of the non-U.S. debt borrowings, the change in the remeasurement basis of the debt would be subject to recognition in net income as changes occur.

Interest Rate and Long-Term Debt Risk

Viatris' exposure to interest rate risk arises primarily from our U.S. Dollar and Euro borrowings and U.S. Dollar investments. We invest primarily on a variable-rate basis and we borrow on both a fixed and variable basis. In order to maintain a certain ratio of fixed to variable rate debt, from time to time, depending on market conditions, Viatris will use derivative financial instruments such as interest rate swaps to fix interest rates on variable-rate borrowings or to convert fixed-rate borrowings to variable interest rates.

As of December 31, 2020, Viatris' outstanding fixed rate borrowings consist principally of $23.30 billion notional amount of senior notes and Euro notes. Generally, the fair value of fixed interest rate debt will decrease as interest rates rise and increase as interest rates fall. As of December 31, 2020, the fair value of our outstanding fixed rate senior notes and Euro notes was approximately $25.90 billion. A 100 basis point change in interest rates on Viatris' variable rate debt, net of interest rate swaps, would result in a change in interest expense of approximately $17.0 million per year.

ITEM 8. Financial Statements And Supplementary Data

Index to Consolidated Financial Statements and Supplementary Financial Information

Management's Report on Internal Control over Financial Reporting

Management of Viatris Inc. is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. In order to evaluate the effectiveness of internal control over financial reporting, management has conducted an assessment, including testing, using the criteria in *Internal Control - Integrated Framework* (*2013)*, issued by COSO. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

On November 16, 2020, the combination of Mylan and the Upjohn Business was completed, with Mylan considered the accounting acquirer of the Upjohn Business. The Upjohn Business represented 7% of the Company's consolidated total revenues for the year ended December 31, 2020, and assets (including intangible assets and goodwill) represented 48% of the Company's consolidated total assets, as of December 31, 2020. Management did not include the Upjohn Business when conducting its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2020.

As a result of this assessment, management has concluded that the Company maintained effective internal control over financial reporting as of December 31, 2020 based on the criteria in *Internal Control - Integrated Framework (2013)* issued by COSO.

Our independent registered public accounting firm, Deloitte & Touche LLP, has audited the effectiveness of the Company's internal control over financial reporting. Deloitte & Touche LLP's opinion on the Company's internal control over financial reporting appears on page 86 of this Annual Report on Form 10-K.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Viatris Inc.:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Viatris, Inc. and subsidiaries (the "Company") as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive (loss) earnings, equity, and cash flows for each of the three years in the period ended December 31, 2020, and the related notes and the consolidated financial statement schedule listed in the Index at Item 15 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 1, 2021, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Goodwill – Mylan N.V. Europe Reporting Unit – Refer to Note 8 to the financial statements.

Critical Audit Matter Description

The Company has performed an interim goodwill impairment test and its annual goodwill impairment test as of March 31 and April 1, 2020, respectively. As of March 31, 2020 and April 1, 2020, the Company had $9.3 billion of consolidated goodwill, $4.43 billion of which was allocated to the Mylan N.V. Europe reporting unit (“Europe reporting unit”). The Company’s evaluation of goodwill for impairment involves the comparison of the estimated fair value of each reporting unit to its carrying value. The Company performed its valuation analysis, using both income and market-based approaches, to determine the fair value of its Europe reporting unit. The determination of the fair value requires management to make significant estimates and assumptions that affect the reporting unit’s expected future cash flows. These estimates and assumptions, utilizing Level 3 inputs, primarily include, but are not limited to, market multiples, control premiums, the discount rate, terminal growth rates, operating income before depreciation and amortization, and capital expenditures forecasts. The fair value of the Europe reporting unit exceeded its carrying value by approximately $1.2 billion, or 11%, as of March 31 and April 1, 2020 and, therefore, no impairment was recognized.

Given that the Europe reporting unit's revenues are sensitive to changes in consumer demand, the approval of new product launches, the expansion of existing products into new jurisdictions (which have differentiated distribution and commercialization models throughout the region), and the impact of business development activity, auditing management's judgments regarding forecasts of future revenues, and the selection of the discount rate and terminal growth rate required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the forecasts of future revenues ("forecasts"), and the selection of the discount rate and terminal growth rate for the Europe reporting unit included the following, among others:

- We tested the effectiveness of controls over the review of the goodwill impairment tests, including those over the development of the business forecasts of future revenues and the selection of the discount rate and terminal growth rate.
- We evaluated management's ability to accurately forecast future revenues of the Europe reporting unit by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's revenue forecasts by comparing the projections to (1) historical results, (2) internal communications to management and the Board of Directors, and (3) forecasted information included in Company press releases. We also considered third party reports related to macroeconomic and industry trends, and made inquiries of management, including various regional commercial and operations leaders, to assess key inputs in the forecast assumptions.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodology, discount rate, and terminal growth rate, including (1) testing the source information underlying the determination of the discount rate and terminal growth rate and the mathematical accuracy of the calculations, (2) developing a range of independent estimates and comparing those to the discount rates selected by management, and (3) considering third party macroeconomic reports.

Net Revenue Provisions – Chargebacks Accrual at Mylan Pharmaceuticals Inc. ("MPI") – Refer to Note 3 to the financial statements.

Critical Audit Matter Description

The Company has agreements with certain indirect customers, such as independent pharmacies, retail pharmacy chains, managed care organizations, hospitals, nursing homes, governmental agencies and pharmacy benefit managers, which establish contract prices for certain products. The indirect customers then independently select a wholesaler from which to purchase the products at these contracted prices. Alternatively, certain wholesalers may enter into agreements with indirect customers that establish contract pricing for certain products, which the wholesalers provide. Under either arrangement, Viatris will provide credit to the wholesaler for any difference between the contracted price with the indirect party and the wholesaler's invoice price. Such credits are called chargebacks. The provision for chargebacks is the most significant and complex provision in the context of the Company's gross-to-net adjustments in the determination of net revenue. The chargeback accrual recorded at MPI represents the majority of the global chargeback reserve as of December 31, 2020. The Company's recorded estimate is based on expected sell-through levels by the Company's wholesaler customers to indirect customers, as well as estimated wholesaler inventory levels.

Estimating the amounts to be accrued for chargebacks requires significant estimation as management's model utilizes historical buying patterns, estimated end-user demand, estimated inventory levels in the distribution channel, contracted sales terms with customers, as well as other competitive factors. Given the volume of chargebacks and the level of estimation uncertainty involved, auditing management's judgments required a high degree of auditor judgment and an increased extent of effort.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Net Revenue Provisions – Chargebacks accrual included the following, among others:

- We evaluated the Company's methodology and assumptions in developing their chargeback accruals, including assessing the completeness and accuracy of the underlying data used by management in their estimates.
- We tested the effectiveness of controls over the calculation of the chargebacks reserves.
- We compared prior period chargebacks accruals to chargeback credits subsequently issued to evaluate management's ability to accurately forecast chargeback activity.

- We developed independent expectations of product-level chargeback accruals and chargeback accruals in the aggregate using the following; 1) customer contracts, 2) historical sales and chargeback activity, 3) third-party channel inventory for select wholesalers, and 4) credits subsequently issued to period end and compared those to the recorded amounts.

Net Revenue Provisions – Sales Returns Accrual at MPI – Refer to Note 3 to the financial statements.

Critical Audit Matter Description

The Company provides customers with the ability to return product, which varies country by country in accordance with local practices, generally within a specified period prior (six months) and subsequent (twelve months) to the expiration date. The Company's estimate of the provision for returns is generally based upon historical experience with actual returns. The returns reserve at MPI represents a significant component of the global sales returns reserve as of December 31, 2020.

Estimating the amounts to be accrued for returns requires significant estimation as management's model utilizes historical experience with actual returns and considers levels of inventory in the distribution channel, product dating and expiration period, size and maturity of the market prior to a product launch, entrance into the market of additional competitors, and changes in the regulatory environment. Given the volume of sales returns and the level of estimation uncertainty involved, auditing management's judgments required a high degree of auditor judgment and an increased extent of effort.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Net Revenue Provisions – Sales Returns accrual included the following, among others:

- We evaluated the Company's methodology and assumptions in developing their sales returns accrual model, including assessing the completeness and accuracy of the underlying data used by management in their estimates.

- We tested the effectiveness of controls over the calculation of the sales returns reserve at MPI.

- We compared prior period sales returns accruals to sales returns credits subsequently issued to evaluate management's ability to accurately forecast sales returns activity.

- We developed independent expectations of product-level sales returns accruals and sales returns accruals in the aggregate using the following: 1) historical sales and returns activity, 2) remaining shelf life information, 3) finished goods inventory on-hand at the end of the period, and 4) adjustments for known or anticipated sales return activity based on market dynamics (market prior to Viatris launch, impact of competition, and overall regulatory environment) and compared those to the recorded amounts.

Upjohn Business Combination Agreement – Refer to Notes 4 and 12 to the financial statements.

Critical Audit Matter Description

Viatris Inc. was formed in November 2020 through the combination of Mylan and Upjohn, a legacy division of Pfizer ("the Combination"). The transaction between Mylan and Viatris involved multiple legal entity restructuring transactions and a reverse merger acquisition with Viatris representing the legal acquirer and Mylan representing the accounting acquirer of the Upjohn Business. The Company applied the acquisition method to the acquired assets and assumed liabilities of the Upjohn Business. The preliminary allocation of the purchase price included $18.04 billion of identified intangible assets, which were valued based on company specific information and financial projections which are not observable in the market and are thus considered Level 3 fair value measurements as defined by U.S. GAAP. In addition, the Company evaluated its tax positions arising from the legal entity restructuring transactions for those positions considered to be more likely than not of being sustained upon audit, based on the technical merits of the position.

Given that the accounting for the transaction required management to make (1) significant judgments related to the accounting acquirer determination, (2) significant estimates and assumptions, in particular those associated with the valuation of the acquired intangible assets, and (3) significant judgments in analyzing and interpreting tax laws and positions across multiple jurisdictions arising from the legal entity restructuring transactions, performing audit procedures to evaluate the accounting for the transaction required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value and tax specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the accounting for the transaction included the following, among others:

- We tested the effectiveness of controls related to the transaction, including controls over management's determination of accounting acquirer, application of the acquisition method, and evaluation of uncertain tax positions.
- We evaluated the determination of the accounting acquirer in the combination with the assistance of our subject matter experts.
- We evaluated the reasonableness of management's forecasts of future cash flows of the acquired intangible assets by comparing the projections to (1) historical Upjohn results (2) internal communications to management and the Board of Directors, and (3) third party industry reports. Further, we made inquiries of management, including various regional commercial and operations leaders, to assess key inputs in the forecast assumptions.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodology, and we evaluated the reasonableness of the discount rates by:
  - Testing the source information underlying the determination of the discount rates and testing the mathematical accuracy of the calculation.
  - Developing a range of independent estimates and comparing those to the discount rates selected by management.
- With the assistance of our tax specialists, we evaluated the uncertain tax positions associated with the transaction by:
  - Obtaining management's detailed step-by-step plan of the pre-close and post-close transactions and evaluating whether tax consequences of the transactions are consistent with our interpretation.
  - Obtaining copies of technical tax support, including memorandums, and evaluating whether the conclusions reached are reasonable and supportable and consistent with our interpretation.
  - Testing the underlying calculations and assumptions used to support reserves related to tax uncertainty.

/s/ DELOITTE & TOUCHE LLP
Pittsburgh, Pennsylvania

March 1, 2021

We have served as the Company's auditor since 1976.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Viatris Inc.:

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Viatris, Inc. and subsidiaries (the "Company") as of December 31, 2020, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2020, of the Company and our report dated March 1, 2021, expressed an unqualified opinion on those financial statements.

As described in Management's Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting of the Upjohn Business, which was acquired on November 16, 2020. The Upjohn Business represented 7% of the Company's consolidated total revenues for the year ended December 31, 2020 and assets (including intangible assets and goodwill) represented 48% of the Company's consolidated total assets as of December 31, 2020. Accordingly, our audit did not include the internal control over financial reporting of the Upjohn Business.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Pittsburgh, Pennsylvania

March 1, 2021

VIATRIS INC. AND SUBSIDIARIES
Consolidated Balance Sheets
(In millions, except share and per share amounts)

	December 31, 2020	December 31, 2019
ASSETS		
Assets		
Current assets:		
Cash and cash equivalents	$ 844.4	$ 475.6
Accounts receivable, net	4,843.8	3,058.8
Inventories	5,471.9	2,670.9
Prepaid expenses and other current assets	1,707.4	552.0
Total current assets	12,867.5	6,757.3
Property, plant and equipment, net	3,459.9	2,149.6
Intangible assets, net	29,683.2	11,649.9
Goodwill	12,347.0	9,590.6
Deferred income tax benefit	2,147.9	703.1
Other assets	1,047.5	405.0
Total assets	$ 61,553.0	$ 31,255.5
LIABILITIES AND EQUITY		
Liabilities		
Current liabilities:		
Accounts payable	$ 1,904.2	$ 1,528.1
Short-term borrowings	1,100.9	—
Income taxes payable	288.6	213.0
Current portion of long-term debt and other long-term obligations	2,308.5	1,508.1
Other current liabilities	4,960.7	2,319.9
Total current liabilities	10,562.9	5,569.1
Long-term debt	22,429.2	11,214.3
Deferred income tax liability	3,123.7	1,627.5
Other long-term obligations	2,483.1	960.8
Total liabilities	38,598.9	19,371.7
Equity		
Viatris Inc. shareholders' equity		
Common stock — par value $0.01 per share as of December 31, 2020 and ordinary shares — nominal value €0.01 per share as of December 31, 2019		
Shares authorized: 3,000,000,000 and 1,200,000,000 as of December 31, 2020 and December 31, 2019		
Shares issued: 1,206,895,644 and 540,746,871 as of December 31, 2020 and December 31, 2019	12.1	6.1
Additional paid-in capital	18,438.8	8,643.5
Retained earnings	5,361.2	6,031.1
Accumulated other comprehensive loss	(858.0)	(1,797.2)
	22,954.1	12,883.5
Less: Treasury stock — at cost		
Ordinary shares: 24,598,074 as of December 31, 2019	—	999.7
Total equity	22,954.1	11,883.8
Total liabilities and equity	$ 61,553.0	$ 31,255.5

See Notes to Consolidated Financial Statements

VIATRIS INC. AND SUBSIDIARIES
Consolidated Statements of Operations
(In millions, except per share amounts)

	Year Ended December 31,		
	2020	2019	2018
Revenues:			
Net sales	$ 11,819.9	$ 11,370.3	$ 11,268.7
Other revenues	126.1	130.2	165.2
Total revenues	11,946.0	11,500.5	11,433.9
Cost of sales	8,149.3	7,602.9	7,432.3
Gross profit	3,796.7	3,897.6	4,001.6
Operating expenses:			
Research and development	555.1	639.9	704.5
Selling, general and administrative	3,344.6	2,563.6	2,441.0
Litigation settlements and other contingencies, net	107.8	(21.4)	(49.5)
Total operating expenses	4,007.5	3,182.1	3,096.0
(Loss) Earnings from operations	(210.8)	715.5	905.6
Interest expense	497.8	517.3	542.3
Other expense, net	12.6	43.8	64.9
(Loss) Earnings before income taxes	(721.2)	154.4	298.4
Income tax (benefit) provision	(51.3)	137.6	(54.1)
Net (loss) earnings	(669.9)	16.8	352.5
Earnings (loss) per share attributable to Viatris Inc. shareholders			
Basic	$ (1.11)	$ 0.03	$ 0.69
Diluted	$ (1.11)	$ 0.03	$ 0.68
Weighted average shares outstanding:			
Basic	601.2	515.7	514.5
Diluted	601.2	516.5	516.5

See Notes to Consolidated Financial Statements

VIATRIS INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive (Loss) Earnings
(In millions)

	Year Ended December 31,		
	2020	2019	2018
Net (loss) earnings	$ (669.9)	$ 16.8	$ 352.5
Other comprehensive earnings (loss), before tax:			
Foreign currency translation adjustment	1,213.0	(415.5)	(1,125.2)
Change in unrecognized loss and prior service cost related to defined benefit plans	(14.0)	(24.8)	(3.8)
Net unrecognized gain (loss) on derivatives in cash flow hedging relationships	18.2	37.1	(79.2)
Net unrecognized (loss) gain on derivatives in net investment hedging relationships	(305.2)	59.6	111.6
Net unrealized gain (loss) on marketable securities	0.6	0.5	(0.1)
Other comprehensive earnings (loss), before tax	912.6	(343.1)	(1,096.7)
Income tax (benefit) provision	(26.6)	9.2	(24.1)
Other comprehensive earnings (loss), net of tax	939.2	(352.3)	(1,072.6)
Comprehensive earnings (loss)	$ 269.3	$ (335.5)	$ (720.1)

See Notes to Consolidated Financial Statements

Viatris Inc. AND SUBSIDIARIES
Consolidated Statements of Equity
(In millions, except share amounts)

	Common Stock [1]		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Equity
	Shares	Cost			Shares	Cost			
Balance at December 31, 2017	537,902,426	$ 6.0	$ 8,586.0	$ 5,644.5	13,695,251	$ (567.7)	$ (361.2)	$ —	$13,307.6
Net earnings	—	—	—	352.5	—	—	—	—	352.5
Other comprehensive loss, net of tax	—	—	—	—	—	—	(1,072.6)	—	(1,072.6)
Issuance of restricted stock and stock options exercised, net	1,387,239	—	17.7	—	—	—	—	—	17.7
Share-based compensation expense	—	—	(3.3)	—	—	—	—	—	(3.3)
Ordinary share repurchase	—	—	—	—	9,795,616	(432.0)	—	—	(432.0)
Taxes related to the net share settlement of equity awards	—	—	(9.0)	—	—	—	—	—	(9.0)
Cumulative effect of the adoption of new accounting standards	—	—	—	13.7	—	—	(7.5)	—	6.2
Balance at December 31, 2018	539,289,665	$ 6.0	$ 8,591.4	$ 6,010.7	23,490,867	$ (999.7)	$ (1,441.3)	$ —	$12,167.1
Net earnings	—	$ —	$ —	$ 16.8	—	$ —	$ —	$ —	$ 16.8
Other comprehensive loss, net of tax	—	—	—	—	—	—	(352.3)	—	(352.3)
Ordinary share repurchase	—	—	—	—	—	—	—	—	—
Share-based compensation income	—	—	56.8	—	—	—	—	—	56.8
Issuance of restricted stock and stock options exercised, net	1,457,206	0.1	8.1	—	—	—	—	—	8.2
Taxes related to the net share settlement of equity awards	—	—	(12.8)	—	—	—	—	—	(12.8)
Cancellation of restricted stock	—	—	—	—	1,107,207	—	—	—	—
Cumulative effect of the adoption of new accounting standards	—	—	—	3.6	—	—	(3.6)	—	—
Balance at December 31, 2019	540,746,871	$ 6.1	$ 8,643.5	$ 6,031.1	24,598,074	$ (999.7)	$ (1,797.2)	$ —	$11,883.8
Net loss	—	$ —	$ —	$ (669.9)	—	$ —	$ —	$ —	$ (669.9)
Other comprehensive earnings, net of tax	—	—	—	—	—	—	939.2	—	939.2
Share-based compensation expense	—	—	79.2	—	—	—	—	—	79.2
Issuance of restricted stock and stock options exercised, net	872,802	—	0.6	—	—	—	—	—	0.6
Taxes related to the net share settlement of equity awards	—	—	(6.3)	—	—	—	—	—	(6.3)
Exchange of Mylan N.V. ordinary shares for Viatris Inc. common stock	(541,619,673)	(6.1)	6.1	—	—	—	—	—	—
Issuance of common stock to Mylan N.V. shareholders	541,619,673	5.2	(5.2)	—	—	—	—	—	—
Issuance of common stock for the Combination	689,874,045	6.9	10,720.6	—			—	—	10,727.5
Retirement of Mylan N.V. treasury stock, net	(24,598,074)	—	(999.7)	—	(24,598,074)	999.7	—	—	—
Balance at December 31, 2020	1,206,895,644	$ 12.1	$ 18,438.8	$ 5,361.2	—	$ —	$ (858.0)	$ —	$22,954.1

[1] Ordinary Shares prior to November 16, 2020.

See Notes to Consolidated Financial Statements

VIATRIS INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(In millions)

	Year Ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
Net earnings	$ (669.9)	$ 16.8	$ 352.5
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	2,216.1	2,019.3	2,109.9
Deferred income tax benefit	(213.2)	(192.6)	(264.3)
Litigation settlements and other contingencies, net	101.1	(11.5)	(31.6)
Loss from equity method investments	48.4	62.1	78.7
Share-based compensation expense	79.2	56.8	(3.3)
Write off of financing fees	—	—	2.7
Other non-cash items	366.4	360.6	286.1
Changes in operating assets and liabilities:			
Accounts receivable	78.7	(20.0)	340.1
Inventories	(741.9)	(512.9)	(547.6)
Trade accounts payable	(82.7)	(96.3)	220.3
Income taxes	3.6	57.9	(23.9)
Other operating assets and liabilities, net	46.0	63.5	(177.9)
Net cash provided by operating activities	1,231.8	1,803.7	2,341.7
Cash flows from investing activities:			
Cash received (paid) for acquisitions, net of cash acquired	415.8	(148.7)	(65.9)
Capital expenditures	(243.0)	(213.2)	(252.1)
Payments for product rights and other, net	(438.2)	(192.8)	(943.5)
Proceeds from sale of property, plant and equipment	2.1	—	—
Proceeds from sale of assets and subsidiaries	20.0	28.0	29.3
Purchase of marketable securities	(104.8)	(25.8)	(63.4)
Proceeds from the sale of marketable securities	47.0	27.1	85.2
Net cash used in investing activities	(301.1)	(525.4)	(1,210.4)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	983.3	7.4	2,577.9
Payments of long-term debt	(2,484.2)	(1,108.5)	(3,165.2)
Payments of financing fees	(2.0)	(3.0)	(21.4)
Change in short-term borrowings, net	1,099.6	(1.8)	(44.4)
Purchase of ordinary shares	—	—	(432.0)
Proceeds from exercise of stock options	0.6	8.1	17.8
Taxes paid related to net share settlement of equity awards	(7.9)	(8.4)	(10.1)
Contingent consideration payments	(48.5)	(60.3)	(11.9)
Acquisition of noncontrolling interest	—	—	(0.6)
Non-contingent payments for product rights	(143.3)	—	—
Other items, net	(3.3)	(2.5)	(1.0)
Net cash used in financing activities	(605.7)	(1,169.0)	(1,090.9)
Effect on cash of changes in exchange rates	33.8	(7.5)	(21.0)
Net increase (decrease) in cash, cash equivalents and restricted cash	358.8	101.8	19.4
Cash, cash equivalents and restricted cash — beginning of period	491.1	389.3	369.9
Cash, cash equivalents and restricted cash — end of period	$ 850.0	$ 491.1	$ 389.3
Supplemental disclosures of cash flow information —			
Non-cash transactions:			
Common stock issued for the Combination	$ 10,727.5	$ —	$ —
Cash paid during the period for:			
Income taxes	$ 324.4	$ 278.6	$ 228.6
Interest	$ 555.4	$ 470.6	$ 460.8

See Notes to Consolidated Financial Statements

Viatris Inc. and Subsidiaries

Notes to Consolidated Financial Statements

1. Nature of Operations

Viatris is a global healthcare company formed in November 2020 through the combination of Mylan and the Upjohn Business whose mission is to empower people worldwide to live healthier at every stage of life. By integrating the strengths of these two businesses, including our global workforce of approximately 45,000 employees and contractors, Viatris aims to deliver increased access to affordable, quality medicines for patients worldwide regardless of geography or circumstance. Viatris brings together industry leading commercial, R&D, regulatory, manufacturing, legal and medical expertise complemented by a strong commitment to quality and unparalleled geographic footprint to deliver high-quality medicines to patients in more than 165 countries and territories. Viatris' portfolio comprises more than 1,400 approved molecules across a wide range of key therapeutic areas, including globally recognized iconic and key brands, generic, complex generic, and biosimilar products. Viatris operates approximately 50 manufacturing sites worldwide that produce oral solid doses, injectables, complex dosage forms and APIs. Viatris is headquartered in the U.S., with global centers in Pittsburgh, Pennsylvania Shanghai, China and Hyderabad, India.

Viatris reports segment information on the basis of markets and geography. In conjunction with the formation of Viatris, the Company has changed its reportable segments, from North America, Europe, and Rest of World, to Developed Markets, Greater China, JANZ, and Emerging Markets. This approach reflects the Company's focus on bringing its broad and diversified portfolio of branded, complex generics and biosimilars, and generic products to people in markets everywhere. Our Developed Markets segment comprises our operations primarily in North America and Europe. Our Greater China segment includes our operations in China, Taiwan and Hong Kong. Our JANZ segment reflects our operations in Japan, Australia and New Zealand. Our Emerging Markets segment encompasses our operations in countries with developing markets and emerging economies including countries in Asia, the Middle East, South and Central America, Africa and Eastern Europe, and also includes the Company's anti-retroviral franchise.

In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and all historical financial information of the Company prior to November 16, 2020 represents Mylan's historical results and the Company's thereafter.

2. Summary of Significant Accounting Policies

Principles of Consolidation. The consolidated financial statements include the accounts of Viatris and those of its wholly owned and majority-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. Investments in equity method affiliates are recorded at cost and adjusted for the Company's share of the affiliates' cumulative results of operations, capital contributions and distributions. Noncontrolling interests in the Company's subsidiaries are generally recorded net of tax as net earnings attributable to noncontrolling interests.

Use of Estimates in the Preparation of Financial Statements. The preparation of financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Because of the uncertainty inherent in such estimates, actual results could differ from those estimates.

Foreign Currencies. The consolidated financial statements are presented in U.S. Dollars, the reporting currency of Viatris. Statements of Operations and Cash Flows of all of the Company's subsidiaries that have functional currencies other than U.S. Dollars are translated at a weighted average exchange rate for the period for inclusion in the consolidated statements of operations and cash flows, whereas assets and liabilities are translated at the end of the period exchange rates for inclusion in the consolidated balance sheets. Translation differences are recorded directly in shareholders' equity as foreign currency translation adjustments. Gains or losses on transactions denominated in a currency other than the subsidiaries' functional currency, which arise as a result of changes in foreign currency exchange rates, are recorded in the consolidated statements of operations.

Cash and Cash Equivalents. Cash and cash equivalents are comprised of highly liquid investments with an original maturity of three months or less at the date of purchase.

Debt and Equity Securities. Debt securities classified as available-for-sale on the date of purchase are recorded at fair value, with net unrealized gains and losses, net of income taxes, reflected in accumulated other comprehensive loss as a

component of shareholders' equity. Net realized gains and losses on sales of available-for-sale debt securities are computed on a specific security basis and are included in other expense, net, in the consolidated statements of operations. Debt securities classified as trading securities are valued using the quoted market price from broker or dealer quotations or transparent pricing sources at the reporting date. Fair value is determined based on observable market quotes or valuation models using assessments of counterparty credit worthiness, credit risk or underlying security and overall capital market liquidity. Debt securities are reviewed for impairment by assessing if the decline in market value of the investment below the carrying value is other than temporary.

Investments in equity securities with readily determinable fair values are recorded at fair value with changes in fair value recorded in other expense, net in the consolidated statements of operations. Investments in equity securities without readily determinable fair values are recorded at cost minus any impairment, plus or minus changes in their estimated fair value resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Investments in entities are accounted for using the equity method of accounting when the ability to exercise significant influence over the operating and financial decisions of the investee is maintained. The share of net income or losses of equity method investments are included in other expense, net in the consolidated statements of operations. Investments in equity securities without readily determinable fair values and investments in equity accounted for using the equity method are assessed for potential impairment on a quarterly basis based on qualitative factors.

Concentrations of Credit Risk. Financial instruments that potentially subject the Company to credit risk consist principally of interest-bearing investments, derivatives and accounts receivable.

Viatris invests its excess cash in high-quality, liquid money market instruments, principally overnight deposits and highly rated money market funds. The Company maintains deposit balances at certain financial institutions in excess of federally insured amounts. Periodically, the Company reviews the creditworthiness of its counterparties to derivative transactions, and it does not expect to incur a loss from failure of any counterparties to perform under agreements it has with such counterparties.

Inventories. Inventories are stated at the lower of cost and net realizable value, with cost principally determined by the weighted average cost method. Provisions for potentially obsolete or slow-moving inventory, including pre-launch inventory, are made based on our analysis of product dating, inventory levels, historical obsolescence and future sales forecasts. Included as a component of cost of sales is expense related to the net realizable value of inventories.

Property, Plant and Equipment. Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is computed and recorded on a straight-line basis over the assets' estimated service lives (3 to 18 years for machinery and equipment and other fixed assets and 15 to 39 years for buildings and improvements). Capitalized software is included in property, plant and equipment and is amortized over estimated useful lives ranging from 3 to 7 years.

Intangible Assets and Goodwill. Intangible assets are stated at cost less accumulated amortization. Amortization is generally recorded on a straight-line basis over estimated useful lives ranging from 3 to 20 years. The Company periodically reviews the estimated useful lives of intangible assets and makes adjustments when events indicate that a shorter life is appropriate.

The Company accounts for acquired businesses using the acquisition method of accounting in accordance with the provisions of the ASC 805, which requires that the assets acquired and liabilities assumed be recorded at the date of acquisition at their respective estimated fair values. The cost to acquire businesses is allocated to the underlying net assets of the acquired business based on estimates of their respective fair values. Amounts allocated to acquired IPR&D are capitalized at the date of acquisition and, at that time, such IPR&D assets have indefinite lives. As products in development are approved for sale, amounts are allocated to product rights and licenses and will be amortized over their estimated useful lives. Finite-lived intangible assets are amortized over the expected life of the asset. Any excess of the purchase price over the estimated fair values of the net assets acquired is recorded as goodwill.

Purchases of developed products and licenses that are accounted for as asset acquisitions are capitalized as intangible assets and amortized over an estimated useful life. IPR&D assets acquired as part of an asset acquisition are expensed immediately if they have no alternative future uses.

The Company reviews goodwill for impairment at least annually or more frequently if events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable based on management's assessment of the fair value of the Company's reporting units as compared to their related carrying value. Under the authoritative guidance issued by the FASB, we have the option to first assess the qualitative factors to determine whether it is more likely than not that the

fair value of the reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative goodwill impairment test. If we choose to use qualitative factors and determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the goodwill impairment test would be required. The goodwill impairment test requires the Company to estimate the fair value of the reporting unit and to compare the fair value of the reporting unit with its carrying amount. If the carrying amount is less than its fair value, then no impairment is recognized. If the carrying amount recorded exceeds the fair value calculated, an impairment charge is recorded for the difference. The judgments made in determining the projected cash flows used to estimate the fair value can materially impact the Company's financial condition and results of operations.

Indefinite-lived intangibles, principally IPR&D, are tested at least annually for impairment or upon the occurrence of a triggering event. The impairment test for IPR&D consists of a comparison of the asset's fair value with its carrying value. Impairment is determined to exist when the fair value of IPR&D assets, which is based upon updated forecasts and commercial development plans, is less than the carrying value of the assets being tested.

Contingent Consideration. Viatris records contingent consideration resulting from business acquisitions at its estimated fair value on the acquisition date. Each reporting period thereafter, the Company revalues these obligations and records increases or decreases in their fair value as adjustments to litigation settlements and other contingencies, net within the consolidated statements of operations. Changes in the fair value of the contingent consideration obligations can result from adjustments to the discount rates, payment periods and adjustments in the probability of achieving future development steps, regulatory approvals, market launches, sales targets and profitability. These fair value measurements represent Level 3 measurements as they are based on significant inputs not observable in the market.

Significant judgment is employed in determining the assumptions utilized as of the acquisition date and for each subsequent measurement period. Accordingly, changes in the assumptions described above could have a material impact on the Company's consolidated financial condition and results of operations.

Impairment of Long-Lived Assets. The carrying values of long-lived assets, which include property, plant and equipment and intangible assets with finite lives, are evaluated periodically in relation to the expected future undiscounted cash flows of the underlying assets and monitored for other potential triggering events. The assessment for impairment is based on our ability to recover the carrying value of the long-lived assets or asset grouping by analyzing the expected future undiscounted pre-tax cash flows specific to the asset or asset grouping. If the carrying amount is greater than the undiscounted cash flows, the Company recognizes an impairment loss for the excess of the carrying amount over the estimated fair value based on discounted cash flows.

Significant management judgment is involved in estimating the recoverability of these assets and is dependent upon the accuracy of the assumptions used in making these estimates, as well as how the estimates compare to the eventual future operating performance of the specific asset or asset grouping. Any future long-lived assets impairment charges could have a material impact on the Company's consolidated financial condition and results of operations.

Short-Term Borrowings. The Company's subsidiaries in India have working capital facilities with several banks which are secured by its current assets. MPI, a wholly owned subsidiary of the Company, also has the CP Notes, Receivables Facility, which will expire in April 2022 and the Note Securitization Facility. Under the terms of each of the Receivables Facility and Note Securitization Facility, certain of our accounts receivable secure the amounts borrowed and cannot be used to pay our other debts or liabilities. As the accounts receivable do not transfer to the banks, any amounts outstanding under the facilities are recorded as borrowings and the underlying receivables continue to be included in accounts receivable, net, in the consolidated balance sheets.

Revenue Recognition. The Company recognizes revenues in accordance with ASC 606. Under ASC 606, the Company recognizes net revenue for product sales when control of the promised goods or services is transferred to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. Revenues are recorded net of provisions for variable consideration, including discounts, rebates, governmental rebate programs, price adjustments, returns, chargebacks, promotional programs and other sales allowances. Accruals for these provisions are presented in the consolidated financial statements as reductions in determining net sales and as a contra asset in accounts receivable, net (if settled via credit) and other current liabilities (if paid in cash). Amounts recorded for revenue deductions can result from a complex series of judgements about future events and uncertainties and can rely heavily on estimates and assumptions. The following section briefly describes the nature of our provisions for variable consideration and how such provisions are estimated:

- *Chargebacks*: the Company has agreements with certain indirect customers, such as independent pharmacies, retail pharmacy chains, managed care organizations, hospitals, nursing homes, governmental agencies and pharmacy benefit managers, which establish contract prices for certain products. The indirect customers then independently select a wholesaler from which to purchase the products at these contracted prices. Alternatively, certain wholesalers may enter into agreements with indirect customers that establish contract pricing for certain products, which the wholesalers provide. Under either arrangement, Viatris will provide credit to the wholesaler for any difference between the contracted price with the indirect party and the wholesaler's invoice price. Such credits are called chargebacks. The provision for chargebacks is based on expected sell-through levels by our wholesaler customers to indirect customers, as well as estimated wholesaler inventory levels.
- *Rebates, promotional programs and other sales allowances*: this category includes rebate and other programs to assist in product sales. These programs generally provide that the customer receives credit directly related to the amount of purchases or credits upon the attainment of pre-established volumes. Also included in this category are prompt pay discounts, administrative fees and price adjustments to reflect decreases in the selling prices of products.
- *Returns*: consistent with industry practice, Viatris maintains a return policy that allows customers to return a product, which varies country by country in accordance with local practices, generally within a specified period prior (six months) and subsequent (twelve months) to the expiration date. The Company's estimate of the provision for returns is generally based upon historical experience with actual returns. Generally, returned products are destroyed and customers are refunded the sales price in the form of a credit.
- *Governmental rebate programs*: government reimbursement programs in the U.S. include Medicare, Medicaid, and State Pharmacy Assistance Programs established according to statute, regulations and policy. Manufacturers of pharmaceutical products that are covered by the Medicaid program are required to pay rebates to each state based on a statutory formula set forth in the Social Security Act. Medicare beneficiaries are eligible to obtain discounted prescription drug coverage from private sector providers. In addition, certain states have also implemented supplemental rebate programs that obligate manufacturers to pay rebates in excess of those required under federal law. Our estimate of these rebates is based on the historical trends of rebates paid as well as on changes in wholesaler inventory levels and increases or decreases in the level of sales. We estimate discounts on branded prescription drug sales to Medicare Part D participants in the Medicare "coverage gap" based on historical experience of prescriptions and utilization expected to result in the discount of the "coverage gap".

  Outside the U.S. the majority of our pharmaceutical sales are contractually or legislatively governed. In certain European countries, certain rebates are calculated on the governments total pharmaceutical spending or on specific product sale thresholds. We utilize historical data and obtain third party information to determine the adequacy of these accruals. Also, this provision includes price reductions that are mandated by law outside of the U.S.

Our net sales may be impacted by wholesaler and distributor inventory levels of our products, which can fluctuate throughout the year due to the seasonality of certain products, pricing, the timing of product demand, purchasing decisions and other factors. Such fluctuations may impact the comparability of our net sales between periods.

Consideration received from licenses of intellectual property is recorded as other revenues. Royalty or profit share amounts, which are based on sales of licensed products or technology, are recorded when the customer's subsequent sales or usages occur. Such consideration is included in other revenue in the consolidated statements of operations.

Research and Development. R&D expenses are charged to operations as incurred.

Income Taxes. Income taxes have been provided for using an asset and liability approach in which deferred income taxes reflect the tax consequences on future years of events that the Company has already recognized in the financial statements or tax returns. Changes in enacted tax rates or laws may result in adjustments to the recorded tax assets or liabilities in the period that the new tax law is enacted.

Earnings per Share. Basic earnings per share is computed by dividing net earnings attributable to holders of Viatris Inc. common stock by the weighted average number of shares outstanding during the period. Diluted earnings per share is computed by dividing net earnings attributable to holders of Viatris Inc. common stock by the weighted average number of shares outstanding during the period increased by the number of additional shares that would have been outstanding related to potentially dilutive securities or instruments, if the impact is dilutive.

Mylan was authorized to repurchase up to $1 billion of its ordinary shares under its repurchase program that was previously approved by the Mylan's board of directors and announced on November 16, 2015, but was not obligated to acquire

any particular amount of ordinary shares. In 2018, Mylan repurchased approximately 9.8 million of ordinary shares at a cost of approximately $432.0 million.

Basic and diluted earnings per share attributable to Viatris Inc. are calculated as follows:

	Year Ended December 31,		
(In millions, except per share amounts)	2020	2019	2018
Basic (loss) earnings attributable to Viatris Inc. common shareholders (numerator):			
Net (loss) earnings attributable to Viatris Inc. common shareholders	$ (669.9)	$ 16.8	$ 352.5
Shares (denominator):			
Weighted average shares outstanding	601.2	515.7	514.5
Basic (loss) earnings per share attributable to Viatris Inc. shareholders	$ (1.11)	$ 0.03	$ 0.69
Diluted (loss) earnings attributable to Viatris Inc. common shareholders (numerator):			
Net (loss) earnings attributable to Viatris Inc. common shareholders	$ (669.9)	$ 16.8	$ 352.5
Shares (denominator):			
Weighted average shares outstanding	601.2	515.7	514.5
Share-based awards and warrants	—	0.8	2.0
Total dilutive shares outstanding	601.2	516.5	516.5
Diluted (loss) earnings per share attributable to Viatris Inc. shareholders	$ (1.11)	$ 0.03	$ 0.68

The weighted average shares outstanding used in the computation of earnings per share for the year ended December 31, 2020 includes the effect of the 689.9 million shares issued for the closing of the Combination.

Additional stock awards and restricted ordinary shares were outstanding during the years ended December 31, 2020, 2019 and 2018 but were not included in the computation of diluted earnings per share for each respective period because the effect would be anti-dilutive. Excluded shares also include certain share-based compensation awards and restricted shares whose performance conditions had not been fully met. Such excluded shares and anti-dilutive awards represented 10.3 million, 9.1 million and 8.9 million shares for the years ended December 31, 2020, 2019 and 2018, respectively.

Share-Based Compensation. The fair value of share-based compensation is recognized as expense in the consolidated statements of operations over the vesting period.

Derivatives. From time to time the Company may enter into derivative financial instruments (mainly foreign currency exchange forward contracts, interest rate swaps and purchased equity call options) designed to: 1) hedge the cash flows resulting from existing assets and liabilities and transactions expected to be entered into over the next 24 months in currencies other than the functional currency, 2) hedge the variability in interest expense on floating rate debt, 3) hedge the fair value of fixed-rate notes, 4) hedge against changes in interest rates that could impact future debt issuances, 5) hedge cash or share payments required on conversion of issued convertible notes, 6) hedge a net investment in a foreign operation, or 7) economically hedge the foreign currency exposure associated with the purchase price of non-U.S. acquisitions. Derivatives are recognized as assets or liabilities in the consolidated balance sheets at their fair value. When the derivative instrument qualifies as a cash flow hedge, changes in the fair value are deferred through other comprehensive earnings. If a derivative instrument qualifies as a fair value hedge, the changes in the fair value, as well as the offsetting changes in the fair value of the hedged items, are generally included in interest expense. When such instruments do not qualify for hedge accounting the changes in fair value are recorded in the consolidated statements of operations within other expense, net.

Financial Instruments. The Company's financial instruments consist primarily of short-term and long-term debt, interest rate swaps, forward contracts and option contracts. The Company's financial instruments also include cash and cash equivalents as well as accounts and other receivables and accounts payable, the fair values of which approximate their carrying values. As a policy, the Company does not engage in speculative or leveraged transactions.

The Company uses derivative financial instruments for the purpose of hedging foreign currency and interest rate exposures, which exist as part of ongoing business operations, or to hedge cash, and have been used to hedge share payments required on conversion of issued convertible notes. The Company carries derivative instruments in the consolidated balance sheets at fair value, determined by reference to market data such as forward rates for currencies, implied volatilities, and interest

rate swap yield curves. The accounting for changes in the fair value of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, if so, the reason for holding it. In addition, the Company has designated certain long-term debt instruments as net investment hedges.

Recent Accounting Pronouncements.

Adoption of New Accounting Standards and Amended SEC Rules

In June 2016, the FASB issued Accounting Standards Update 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses* ("ASU 2016-13"), which requires an organization to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Financial institutions and other organizations will now use forward-looking information to better inform their credit loss estimates. In May 2019, the FASB issued ASU 2019-05, *Financial Instruments - Credit Losses (Topic 326): Targeted Transition Relief* ("ASU 2019-05"). ASU 2019-05 provides transition relief for ASU 2016-13 by providing entities with an alternative to irrevocably elect the fair value option for eligible financial assets measured at amortized cost upon adoption of ASU 2016-13. The Company applied the provisions of ASU 2016-13 and its subsequent revisions as of January 1, 2020 and the adoption did not have a material impact on its consolidated financial statements and disclosures.

In August 2018, the FASB issued Accounting Standards Update 2018-13, *Fair Value Measurement (Topic 820) Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement* ("ASU 2018-03"), which adds to and modifies certain disclosure requirements for fair value measurements including a requirement to disclose changes in unrealized gains and losses included in other comprehensive income for recurring Level 3 fair value measurements and a requirement to disclose the range and weighted average used to develop significant inputs for Level 3 fair value measurements. The Company applied the provisions of ASU 2018-13 as of January 1, 2020. The adoption of this guidance did not have a material impact on the Company's disclosures.

In August 2018, the FASB issued Accounting Standards Update 2018-15, *Intangibles - Goodwill and Other - Internal-Use Software: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract* ("ASU 2018-15"). The objective of this update is to clarify and align the accounting and capitalization of implementation costs for hosting arrangements, regardless of whether they convey a license to the hosted software. The updated guidance will require an entity in a hosting arrangement that is a service contract, to follow guidance in ASC Topic 350, *Intangibles-Goodwill and Other,* to determine which implementation costs to capitalize as an asset and which costs to expense. The Company applied the provisions of ASU 2018-15 as of January 1, 2020. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements and disclosures.

In November 2018, the FASB issued Accounting Standards Update 2018-18, *Collaborative Arrangements (Topic 808)—Clarifying the Interaction between Topic 808 and Topic 606* ("ASU 2018-18"). The amendments in ASU 2018-18 make targeted improvements to U.S. GAAP for collaborative arrangements by clarifying that certain transactions between collaborative arrangement participants should be accounted for as revenue under Topic 606 when the collaborative arrangement participant is a customer in the context of a unit of account. In those situations, all the guidance in Topic 606 should be applied, including recognition, measurement, presentation, and disclosure requirements. In addition, unit-of-account guidance in Topic 808 was aligned with the guidance in Topic 606 (that is, a distinct good or service) when an entity is assessing whether the collaborative arrangement or a part of the arrangement is within the scope of Topic 606. The Company applied the provisions of ASU 2018-18 as of January 1, 2020. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements and disclosures.

In March 2020, the SEC amended Rule 3-10 of Regulation S-X regarding the financial disclosure requirements for guarantors and issuers of guaranteed securities registered or being registered. Among other things, the amendments narrow the circumstances that require separate financial statements of subsidiary issuers and guarantors and streamline the alternative disclosures required in lieu of those financial statements. The effective date of the amendment is January 4, 2021 with earlier voluntary compliance permitted. We have chosen to voluntarily comply with the amended rules effective during the three months ended March 31, 2020 and have included the required disclosures as a component of *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of this Form 10-K as permitted by the amendments.

In February 2016, the FASB issued Accounting Standards Update 2016-02, *Leases (Topic 842)* which supersedes FASB Topic 840, *Leases (Topic 840)* and provides principles for the recognition, measurement, presentation and disclosure of leases for both lessees and lessors. The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-

line basis over the term of the lease, respectively. A lessee is also required to record a ROU asset and a lease liability for all leases with a term of greater than twelve months regardless of classification. Leases with a term of twelve months or less will be accounted for similar to existing guidance for operating leases. The Company adopted the provisions of Topic 842 as of January 1, 2019 on a modified retrospective basis applying the guidance to leases existing as of this effective date. We elected to apply the available package of transitional practical expedients which permitted us not to reassess under the new standard our prior conclusions regarding lease identification, lease classification and initial direct costs. We have also elected to apply the short-term lease recognition exemption which means we will not recognize ROU assets or lease liabilities for leases that qualify both at transition and on a go-forward basis. In addition, we have elected to apply the practical expedient to not separate lease and non-lease components for our leases except for those related to certain limited supply arrangements. We will continue to report periods prior to January 1, 2019 in our financial statements under prior guidance as outlined in Topic 840. Upon adoption of Topic 842, the Company determined that there was no cumulative-effect adjustment to beginning retained earnings in the consolidated balance sheets. Adoption of the standard did not have a material impact on our consolidated statements of operations or cash flows. Refer to Note 6 *Leases* for additional information.

In June 2018, the FASB issued Accounting Standards Update 2018-07, *Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. The changes took effect for the Company as of January 1, 2019. The impact of the adoption of this guidance did not have a material impact on the Company's consolidated financial statements and disclosures.

In August 2018, the FASB issued Accounting Standards Update 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans* ("ASU 2018-14"). ASU 2018-14 removes certain disclosures that are not considered cost beneficial, clarifies certain required disclosures and added additional disclosures. The new standard is effective for fiscal years, including interim periods within those fiscal years, beginning after December 15, 2020 with early adoption in any interim period permitted. The amendments in ASU 2018-14 would need to be applied on a retrospective basis. The adoption of this guidance did not have a material impact on the Company's disclosures.

Accounting Standards Issued Not Yet Adopted

In January 2020, the FASB issued Accounting Standards Update 2020-01, *Clarifying the Interactions Between Topic 321, Topic 323, and Topic 815* ("ASU 2020-01"), which clarifies that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method. In addition, ASU 2020-01 states that for the purpose of applying paragraph 815-10-15-141(a) an entity should not consider whether, upon the settlement of the forward contract or exercise of the purchased option, individually or with existing investments, the underlying securities would be accounted for under the equity method in Topic 323 or the fair value option in accordance with the financial instruments guidance in Topic 825. ASU 2020-01 will be effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020 with early adoption in any interim period permitted. The Company is currently assessing the impact of the adoption of this guidance on its consolidated financial statements and disclosures.

In March 2020, the FASB issued Accounting Standards Update 2020-04, *Reference Rate Reform (Topic 848) Facilitation of the Effects of Reference Rate Reform on Financial Reporting* ("ASU 2020-04"), which provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. ASU 2020-04 applies only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. Entities can apply the provisions of ASU 2020-04 immediately, as applicable, and generally the provisions of the guidance are available through December 31, 2022 as entities transition away from reference rates that are expected to be discontinued. The Company is currently assessing the impact of the adoption of this guidance on its consolidated financial statements and disclosures.

In December 2019, the FASB issued Accounting Standards Update 2019-12, *Income Taxes (Topic 740)* which is intended to simplify the accounting for income taxes by eliminating certain exceptions and simplifying certain requirements under Topic 740. ASU 2019-12 will be effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020 with early adoption in any interim period permitted. The Company is currently assessing the impact of the adoption of this guidance on its consolidated financial statements and disclosures.

3. Revenue from Contracts with Customers

The following table presents the Company's net sales by product category for each of our reportable segments for the years ended December 31, 2020, 2019, and 2018, respectively:

(In millions)	2020 Net Sales				
Product Category	**Developed Markets**	**Greater China**	**JANZ**	**Emerging Markets**	**Total**
Brands	3,920.7	253.9	617.0	443.3	5,234.9
Complex Gx and Biosimilars	1,202.6	0.7	42.8	49.4	1,295.5
Generics	3,387.6	5.3	535.5	1,361.1	5,289.5
Total Viatris	$ 8,510.9	$ 259.9	$ 1,195.3	$ 1,853.8	$ 11,819.9

(In millions)	2019 Net Sales				
Product Category	**Developed Markets**	**Greater China**	**JANZ**	**Emerging Markets**	**Total**
Brands	4,199.1	207.6	533.3	422.1	5,362.1
Complex Gx and Biosimilars	1,127.4	0.4	23.8	59.7	1,211.3
Generics	2,913.5	6.6	635.4	1,241.4	4,796.9
Total Viatris	$ 8,240.0	$ 214.6	$ 1,192.5	$ 1,723.2	$ 11,370.3

(In millions)	2018 Net Sales				
Product Category	**Developed Markets**	**Greater China**	**JANZ**	**Emerging Markets**	**Total**
Brands	4,424.5	164.3	503.4	431.5	5,523.7
Complex Gx and Biosimilars	464.6	—	22.4	35.6	522.6
Generics	3,400.0	3.8	607.0	1,211.6	5,222.4
Total Viatris	$ 8,289.1	$ 168.1	$ 1,132.8	$ 1,678.7	$ 11,268.7

Variable Consideration

The following table presents a reconciliation of gross sales to net sales by each significant category of variable consideration during the years ended December 31, 2020, 2019 and 2018, respectively:

	Year Ended December 31,		
(In millions)	**2020**	**2019**	**2018**
Gross sales	$ 19,899.1	$ 19,012.2	$ 19,588.1
Gross to net adjustments:			
Chargebacks	(3,656.2)	(3,309.6)	(3,352.2)
Rebates, promotional programs and other sales allowances	(3,765.5)	(3,629.3)	(4,235.6)
Returns	(329.7)	(237.9)	(261.6)
Governmental rebate programs	(327.8)	(465.1)	(470.0)
Total gross to net adjustments	$ (8,079.2)	$ (7,641.9)	$ (8,319.4)
Net sales	$ 11,819.9	$ 11,370.3	$ 11,268.7

The following is a rollforward of the categories of variable consideration during 2020:

(In millions)	Balance at December 31, 2019	Current Provision Related to Sales Made in the Current Period	Balances Acquired Through Acquisition	Checks/ Credits Issued to Third Parties	Effects of Foreign Exchange	Balance at December 31, 2020
Chargebacks	$ 518.6	$ 3,656.2	$ 92.2	$ (3,685.9)	$ 4.1	$ 585.2
Rebates, promotional programs and other sales allowances	1,084.1	3,765.5	627.2	(3,896.5)	(4.0)	1,576.3
Returns	393.0	329.7	128.0	(314.8)	4.0	539.9
Governmental rebate programs	312.8	327.8	39.4	(358.8)	(7.9)	313.3
Total	$ 2,308.5	$ 8,079.2	$ 886.8	$ (8,256.0)	$ (3.8)	$ 3,014.7

Accruals for these provisions are presented in the consolidated financial statements as reductions in determining net revenues and in accounts receivable and other current liabilities. Accounts receivable are presented net of allowances relating to these provisions, which were comprised of the following at December 31, 2020 and 2019, respectively:

(In millions)	December 31, 2020	December 31, 2019
Accounts receivable	$ 1,802.9	$ 1,512.0
Other current liabilities	1,211.8	796.5
Total	$ 3,014.7	$ 2,308.5

We have not made and do not anticipate making any significant changes to the methodologies that we use to measure provisions for variable consideration; however, the balances within these reserves can fluctuate significantly through the consistent application of our methodologies. Historically, we have not recorded in any current period any material amounts related to adjustments made to prior period reserves.

4. Acquisitions and Other Transactions

Upjohn Business Combination Agreement

On July 29, 2019, Mylan, Pfizer, Upjohn Inc., a wholly-owned subsidiary of Pfizer, and certain other affiliated entities entered into a Business Combination Agreement pursuant to which the Company would combine with the Upjohn Business in a Reverse Morris Trust transaction. The Upjohn Business was a global, primarily off-patent branded and generic established medicines business, which includes 20 primarily off-patent solid oral dose legacy brands, such as Lyrica, Lipitor, Celebrex and Viagra. The Combination was completed on November 16, 2020.

Prior to the Combination and pursuant to a Separation and Distribution Agreement, Pfizer had, among other things, transferred to Viatris substantially all of the assets and liabilities comprising the Upjohn Business (the Separation) and, thereafter, Pfizer had distributed to Pfizer stockholders all of the issued and outstanding shares of Viatris (the Distribution). When the Distribution and Combination were complete, Pfizer stockholders as of the record date of the Distribution owned 57% of the outstanding shares of Viatris common stock and Mylan shareholders as of immediately before the Combination owned 43% of the outstanding shares of Viatris common stock, in each case on a fully diluted basis. Viatris also made a cash payment to Pfizer equal to $12 billion, which was funded with the proceeds of debt incurred by Upjohn prior to the Combination.

The transaction involved multiple legal entity restructuring transactions and a reverse merger acquisition with Viatris representing the legal acquirer and Mylan representing the accounting acquirer of the Upjohn Business. In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and Viatris applied purchase accounting to the acquired assets and assumed liabilities of the Upjohn Business as of November 16, 2020. The debt incurred by Upjohn prior to the Combination was a liability assumed in purchase accounting. The fair value of the debt as of November 16, 2020 was $13.08 billion.

The purchase price consists of the issuance of approximately 689.9 million Viatris shares of common stock at a fair value of approximately $10.73 billion based on the closing price of Mylan's ordinary shares on November 13, 2020, as reported

by the NASDAQ. In accordance with U.S. GAAP, the Company used the acquisition method of accounting to account for this transaction. Under the acquisition method of accounting, the assets acquired and liabilities assumed in the transaction have been recorded at their respective estimated fair values at the acquisition date. Acquisition related costs of approximately $602.9 million were incurred during the twelve months ended December 31, 2020, which were recorded primarily in SG&A in the consolidated statements of operations.

The preliminary allocation of the $10.73 billion purchase price to the assets acquired and liabilities assumed under the Combination is as follows:

(In millions)		
Current assets (excluding inventories and net of cash acquired)	$	2,841.9
Inventories		2,588.9
Property, plant and equipment		1,394.1
Identified intangible assets		18,040.0
Goodwill		2,107.5
Deferred income tax benefit		1,481.9
Other assets		792.1
Total assets acquired	$	29,246.4
Current liabilities		2,760.2
Long-term debt, including current portion		13,076.2
Deferred tax liabilities		1,656.9
Other noncurrent liabilities		1,441.5
Net assets acquired (net of $415.8 of cash acquired)	$	10,311.6

The preliminary fair value estimates for the assets acquired and liabilities assumed were based upon preliminary calculations, valuations and assumptions that are subject to change as the Company obtains additional information during the measurement period (up to one year from the acquisition date). The primary areas subject to change relate to the finalization of the working capital components, the valuation of intangible and tangible assets and income taxes.

We expect that the new company will transform and accelerate each businesses' ability to serve patients' needs and expand their capabilities across more than 165 markets by combining two highly complementary businesses. Mylan brings a diverse portfolio across many geographies and key therapeutic areas, such as central nervous system and anesthesia, infectious disease and cardiovascular, as well as a robust pipeline, high-quality manufacturing and supply chain excellence. The Upjohn Business brings trusted, iconic brands, such as Lipitor® (atorvastatin calcium), Celebrex® (celecoxib) and Viagra® (sildenafil), and proven commercialization capabilities, including leadership positions in China and other emerging markets.

The Company recorded a step-up in the fair value of inventory of approximately $1.43 billion. During the twelve months ended December 31, 2020, the Company recorded amortization of the inventory step-up of approximately $238.2 million, which is included in cost of sales in the consolidated statements of operations. In addition, a step-up in the fair value of property, plant and equipment of approximately $390.0 million was recognized. The related depreciation is being expensed over a service life of five years for machinery and equipment and between 10 and 20 years for buildings.

The identified intangible assets of $18.04 billion are comprised of product rights and are being amortized over a weighted average useful life of 15 years. Significant assumptions utilized in the valuation of identified intangible assets were based on company specific information and projections which are not observable in the market and are thus considered Level 3 measurements as defined by U.S. GAAP. The goodwill of $2.11 billion arising from the Combination consisted largely of the value of the employee workforce and products to be sold in new markets leveraging the combined entity. The newly acquired operations have been included within each of the Company's segments for the twelve months ended December 31, 2020. In addition, an allocation of the goodwill was assigned to the respective segments. None of the goodwill recognized in this transaction is expected to be deductible for income tax purposes.

The Company recorded a fair value adjustment of approximately $759.4 million related to the long-term debt assumed as part of the acquisition. The fair value of long-term debt as of the Combination date was determined by broker or dealer quotations, which is classified as Level 2 in the fair value hierarchy. The total fair value adjustment is being amortized as a reduction to interest expense over the maturity dates of the related debt instruments.

The operating results of the Upjohn Business have been included in the Company's consolidated statements of operations since the acquisition date. The total revenues of the Upjohn Business for the period from the acquisition date to December 31, 2020, were $866.5 million and net loss, net of tax, was approximately $360.9 million. The net loss for the period includes the effect of the purchase accounting adjustments and acquisition related costs.

Unaudited Pro Forma Financial Results

The following table presents supplemental unaudited pro forma information for the Combination, as if it had occurred on January 1, 2019. The unaudited pro forma results reflect certain adjustments related to past operating performance and acquisition accounting adjustments, such as increased depreciation and amortization expense based on the fair value of assets acquired, the impact of transaction costs and the related income tax effects. The unaudited pro forma results do not include any anticipated synergies which may be achievable, or have been achieved, subsequent to the closing of the Combination. Accordingly, the unaudited pro forma results are not necessarily indicative of the results that actually would have occurred had the acquisitions been completed on the stated dates above, nor are they indicative of the future operating results of Viatris and its subsidiaries.

(Unaudited, in millions, except per share amounts)	Year Ended December 31, 2020	Year Ended December 31, 2019
Total revenues	$ 18,305.6	$ 21,602.0
Net Earnings	$ 1,339.9	$ 2,208.5
Earnings per share:		
Basic	$ 1.11	$ 1.83
Diluted	$ 1.11	$ 1.83
Weighted average shares outstanding:		
Basic	1,206.8	1,205.6
Diluted	1,207.7	1,206.4

TOBI Purchase Agreement

On August 31, 2018, the Company completed an agreement (for purposes of this section, the "purchase agreement") with certain subsidiaries of Novartis to purchase the worldwide rights to their global cystic fibrosis products consisting of the TOBI Podhaler® and TOBI® solution. Under the terms of the purchase agreement, Novartis received fixed consideration of $463.0 million, which consisted of $240.0 million which was paid at closing, $130.0 million which was paid in August 2019 and $93.0 million which was paid in August 2020. The Company also entered into a supply agreement with Novartis to purchase the products for up to three years from the date of closing and initially recorded a liability of approximately $91.8 million related to supply obligations. Additionally, Novartis was also eligible to receive a contingent payment of up to $20.0 million if the Company did not acquire the Facility (as defined in the glossary), which the Company accrued for at closing. The Company originally accounted for this transaction as an asset acquisition since the exercise of the option agreement (described below) was not deemed probable at the time of the closing of the purchase agreement and accordingly recognized an intangible asset for the product rights of $574.8 million on the closing date of the purchase agreement.

In conjunction with the purchase agreement, Mylan and Novartis entered into an option agreement pursuant to which Novartis granted Mylan an exclusive option to acquire certain equipment and employees relating to the Novartis TOBI Podhaler® production facility in San Carlos, California. The option also included the transfer of certain agreements to Mylan. On May 28, 2019, Mylan notified Novartis of its election to exercise the purchase option. As a result of the option exercise, Novartis was no longer eligible to receive the contingent payment and during the second quarter of 2019 the Company reversed the accrual for the $20.0 million contingent payment with the offset being a reduction in the value of the intangible asset.

This transaction closed in the third quarter of 2019, and the Company paid Novartis $10.0 million for the Facility. In addition, the Company received reimbursement from Novartis for certain restructuring and other costs at the Facility and has purchased the remaining inventory at closing. As a result of the option exercise and the acquisition of the Facility, the Company has accounted for these transactions as a single transaction and revised its accounting to an acquisition of a business under ASC Topic 805 *Business Combinations*.

The allocation of the $481.9 million purchase price to the assets acquired and liabilities assumed for this business is as follows:

(In millions)		
Current assets	$	29.2
Property, plant and equipment		30.0
Intangible and other noncurrent assets		496.7
Total assets acquired		555.9
Current liabilities		(54.0)
Long-term debt and other noncurrent obligations		(20.0)
Net assets acquired	$	481.9

The identified intangible assets are comprised of product rights with a weighted average useful life of ten years. The impact of the revised accounting included a reduction of approximately $100.0 million in value of the intangible assets and liabilities related to an unfavorable supply contract and the contingent payment. Significant assumptions utilized in the valuation of identified intangible assets were based on company specific information and projections which are not observable in the market and are thus considered Level 3 measurements as defined by U.S. GAAP. The acquisition did not have a material impact on the Company's results of operations since the acquisition date or on a pro forma basis for the year ended December 31, 2019.

Other Transactions

In December 2020, Viatris and Pfizer terminated their strategic collaboration for generic drugs in Japan pursuant to an amendment and termination agreement. Under the prior collaboration agreement, both parties contributed products, which Pfizer distributed to third-parties in the Japan market. Under the terms of the amendment and termination agreement, Viatris purchased all collaboration related inventory held by Pfizer. As a result of the termination, and the repurchase of collaboration inventory, the Company reduced revenue by $86.5 million.

In September 2020 the Company entered into an agreement to acquire the related intellectual property and commercialization rights of Aspen's thrombosis product portfolio in Europe for €641.9 million. The portfolio consists of well-established injectable anticoagulants sold in Europe under the brand names, and variations of the brand names, Arixtra, Fraxiparine, Mono-Embolex and Orgaran. Upon closing of the transaction in November 2020, the Company made a payment of €263.2 million to Aspen with the remaining payment of €378.7 million due on June 25, 2021. The Company accounted for this transaction as an asset acquisition and recognized an intangible asset of €641.9 million for the product rights, which is being amortized over a useful life of 8 years.

On February 28, 2018, the Company and Revance entered into the Revance Collaboration Agreement pursuant to which the Company and Revance are collaborat exclusively, on a world-wide basis (excluding Japan), to develop, manufacture and commercialize a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX®.

Under the Revance Collaboration Agreement, the Company is primarily responsible for (a) clinical development activities outside of North America (excluding Japan) (the "ex-U.S. Mylan territories"), (b) regulatory activities, and (c) commercialization for any approved product. Revance is primarily responsible for (a) non-clinical development activities, (b) clinical development activities in North America, and (c) manufacturing and supply of clinical drug substance and drug product; Revance is solely responsible for an initial portion of non-clinical development costs. The remaining portion of any non-clinical development costs and clinical development costs for obtaining approval in the U.S. and Europe is shared equally between the parties, and the Company is responsible for all other clinical development costs and commercialization expenses. Upon closing, Revance received a non-refundable upfront payment of $25.0 million. In addition, under the Revance Collaboration Agreement, Revance can receive potential development milestone payments of up to $100.0 million, in the aggregate, upon the achievement of specified clinical and regulatory milestones and potential tiered sales milestones of up to $225.0 million. In addition, Viatris will pay Revance royalties on sales of the biosimilar in the ex-U.S. Viatris territories. The Company accounted for this transaction as an asset acquisition of IPR&D and the total upfront payment was expensed as a component of R&D expense during the year ended December 31, 2018.

Under the agreement, the Company had an option to terminate the program. On June 1, 2020, the Company and Revance announced a decision to continue the development program for a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX®. As a result, during the year ended December 31, 2020, the Company recorded $30 million of R&D expense for a milestone payment that was due upon the decision to continue the program.

During the year ended December 31, 2018, the Company completed four agreements to acquire certain intellectual property rights and marketing authorizations for products that were in the development stage, including agreements with FKB, Mapi Pharma Ltd., and Lupin Limited. The Company also completed the acquisition of intellectual property rights and marketing authorizations related to a commercialized product in certain rest of world markets for $220.0 million, of which $160.0 million was paid at closing, $20.0 million was paid in the fourth quarter of 2018 and the remaining amount was paid in the second quarter of 2019. The Company is accounting for these transactions as asset acquisitions and a useful life of five years is being used to amortize the asset related to the commercialized product. The Company recorded expense of approximately $53.7 million as a component of R&D expense related to non-refundable upfront payments for agreements for products in development during the year ended December 31, 2018. Certain of the agreements include additional development and commercial milestones.

On February 22, 2018, the Company in-licensed European rights to Hulio™, a biosimilar to AbbVie's Humira® (adalimumab), including a sub-license to certain of AbbVie's European patents, from FKB. On February 27, 2019, the Company updated its arrangements with FKB for the commercialization of Hulio™. Under the updated arrangements, Mylan has in-licensed exclusive global commercialization rights for Hulio™. The Company accounted for this transaction as an asset acquisition of IPR&D and a net non-contingent amount paid to FKB of approximately $23.3 million was expensed as a component of R&D expense during the year ended December 31, 2019.

On December 1, 2018, the Company and certain subsidiaries of Aspen Pharmacare Holdings Limited entered into an agreement for Mylan to distribute a portfolio of prescription and OTC products in Australia and New Zealand. The agreement included an option for Mylan to purchase the rights to the portfolio. In March 2019, the Company exercised the option, and acquired the product rights in the second quarter of 2019 for approximately $130.9 million. The purchase consideration of approximately $130.9 million included a payment made at closing of approximately $64.3 million and a payment made in 2020 totaling approximately $66.6 million.

The Company accounted for this transaction as an asset acquisition and recognized an intangible asset for the product rights of approximately $130.9 million. The intangible asset is being amortized over a useful life of five years.

The Company has entered into certain agreements to acquire intellectual property rights for products that are in the development stage. These agreements include additional development and commercial milestones. During the year ended December 31, 2019, the Company recorded expense of approximately $56.1 million as a component of R&D expense related to non-refundable upfront and milestone payments during the year.

5. Balance Sheet Components

Selected balance sheet components consist of the following:

Cash and restricted cash

(In millions)	December 31, 2020	December 31, 2019	December 31, 2018
Cash and cash equivalents	$ 844.4	$ 475.6	$ 388.1
Restricted cash, included in prepaid expenses and other current assets	5.6	15.5	1.2
Cash, cash equivalents and restricted cash	$ 850.0	$ 491.1	$ 389.3

Accounts receivable, net

(In millions)	December 31, 2020	December 31, 2019
Trade receivables, net	$ 3,891.3	$ 2,640.1
Other receivables	952.5	418.7
Accounts receivable, net	$ 4,843.8	$ 3,058.8

Total allowances for doubtful accounts were $159.9 million and $72.8 million at December 31, 2020 and 2019, respectively. Viatris performs ongoing credit evaluations of its customers and generally does not require collateral. Approximately 12% and 21% of the accounts receivable balances represent amounts due from three customers at December 31, 2020 and December 31, 2019, respectively.

Accounts Receivable Factoring Arrangements

We have entered into accounts receivable factoring agreements with financial institutions to sell certain of our non-U.S. accounts receivable. These transactions are accounted for as sales and result in a reduction in accounts receivable because the agreements transfer effective control over and risk related to the receivables to the buyers. Our factoring agreements do not allow for recourse in the event of uncollectibility, and we do not retain any interest in the underlying accounts receivable once sold. We derecognized $153.0 million and $90.1 million of accounts receivable as of December 31, 2020 and 2019 under these factoring arrangements, respectively.

Inventories

(In millions)	December 31, 2020	December 31, 2019
Raw materials	$ 958.4	$ 886.8
Work in process	1,438.1	417.2
Finished goods	3,075.4	1,366.9
Inventories	$ 5,471.9	$ 2,670.9

Inventory reserves totaled $353.6 million and $268.9 million at December 31, 2020 and 2019, respectively. Included as a component of cost of sales is expense related to the net realizable value of inventories of $206.1 million, $399.2 million and $343.1 million for the years ended December 31, 2020, 2019 and 2018, respectively.

Prepaid expenses and other current assets

(In millions)	December 31, 2020	December 31, 2019
Prepaid expenses	$ 267.8	$ 156.7
Available-for-sale fixed income securities	39.1	26.8
Fair value of financial instruments	118.6	43.3
Equity securities	45.8	39.0
Other current assets	1,236.1	286.2
Prepaid expenses and other current assets	$ 1,707.4	$ 552.0

Prepaid expenses consist primarily of prepaid rent, insurance and other individually insignificant items.

Property, plant and equipment, net

(In millions)	December 31, 2020	December 31, 2019
Machinery and equipment	$ 3,235.0	$ 2,523.7
Buildings and improvements	1,954.8	1,197.3
Construction in progress	376.3	277.3
Land and improvements	155.8	124.6
Gross property, plant and equipment	5,721.9	4,122.9
Accumulated depreciation	2,262.0	1,973.3
Property, plant and equipment, net	$ 3,459.9	$ 2,149.6

Capitalized software costs included in our consolidated balance sheets were $70.9 million and $85.8 million, net of accumulated depreciation, at December 31, 2020 and 2019, respectively. The Company periodically reviews the estimated useful lives of assets and makes adjustments when appropriate. Depreciation expense was approximately $289.7 million, $256.1 million and $279.5 million for the years ended December 31, 2020, 2019 and 2018, respectively.

Other assets

(In millions)	December 31, 2020	December 31, 2019
Equity method investments, clean energy investments	$ 47.9	$ 92.2
Operating lease right-of-use assets	323.6	254.6
Other long-term assets	676.0	58.2
Other assets	$ 1,047.5	$ 405.0

Accounts payable

(In millions)	December 31, 2020	December 31, 2019
Trade accounts payable	$ 1,345.7	$ 1,061.9
Other payables	558.5	466.2
Accounts payable	$ 1,904.2	$ 1,528.1

Other current liabilities

(In millions)	December 31, 2020	December 31, 2019
Accrued sales allowances	$ 1,211.8	$ 796.5
Payroll and employee benefit liabilities	828.2	467.1
Legal and professional accruals, including litigation accruals	362.9	138.2
Contingent consideration	100.5	120.4
Restructuring	149.2	26.0
Equity method investments, clean energy investments	47.5	47.7
Accrued interest	90.9	59.1
Fair value of financial instruments	103.6	12.9
Operating lease liability	92.9	76.7
Other	1,973.2	575.3
Other current liabilities	$ 4,960.7	$ 2,319.9

Other long-term obligations

(In millions)	December 31, 2020	December 31, 2019
Employee benefit liabilities	$ 1,020.4	$ 408.9
Equity method investments, clean energy investments	—	57.2
Contingent consideration	123.1	130.3
Tax related items, including contingencies	469.5	109.6
Operating lease liability	229.5	175.7
Accrued Restructuring	134.8	—
Other	505.8	79.1
Other long-term obligations	$ 2,483.1	$ 960.8

6. Leases

The Company has operating leases of real estate, consisting primarily of administrative offices, manufacturing and distribution facilities, and R&D facilities. We also have operating leases of certain equipment, primarily automobiles, and certain limited supply arrangements.

As of December 31, 2020, the Company recognized a ROU asset of $323.6 million and a total lease liability of $322.4 million. The Company's ROU assets are recorded in other assets. The related lease liability balances are recorded in other current liabilities and other long-term obligations in the consolidated balance sheets. Refer to Note 5 *Balance Sheet Components* for additional information.

ROU assets and liabilities are recognized at the present value of the future minimum lease payments over the lease term at commencement date. As most of our leases do not provide an implicit rate, we use an applicable incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. Options to extend or terminate the ROU assets are reviewed at lease inception and these options are accounted for when they are reasonably certain of being exercised.

Other information related to leases was as follows:

	As of December 31, 2020
Remaining lease terms	1 year to 25 years
Weighted-average remaining lease term	7 years
Weighted-average discount rate	3.1 %

As of December 31, 2020, maturities of lease liabilities were as follows:

(In millions)	
Year ending December 31,	
2021	89.9
2022	68.0
2023	46.6
2024	34.6
2025	27.7
Thereafter	95.1
	$ 361.9

As of December 31, 2020, we have additional operating leases, primarily for production and distribution facilities, that have not yet commenced totaling approximately $18.7 million. These leases are expected to commence in 2021 and have lease terms of 4 years to 9 years. For the years ended December 31, 2020, 2019 and 2018, the Company had operating lease expense of approximately $80.7 million, $87.6 million and $78.9 million, respectively. Operating lease costs are classified primarily as selling, general and administrative expenses and cost of sales.

7. Equity Method Investments

The Company currently has three equity method investments in limited liability companies that own refined coal production plants whose activities qualify for income tax credits under Section 45 of the Code. The Company does not consolidate these entities as we have determined that we are not the primary beneficiary of these entities and do not have the power to individually direct the activities of these entities. Accordingly, these investments are accounted for under the equity method of accounting. For each of the clean energy investments, the Company has entered into notes payable with the respective project sponsor, which in part will be paid to the sponsor as certain production levels are met. The Company's clean energy investments will wind down upon the expiration of the refined coal tax credit at the end of 2021.

During the years ended December 31, 2020 and 2019, the Company reduced its long-term obligations for its three investments as a result of lower than anticipated production levels and lower expected future variable debt payments to the respective project sponsor. The Company recognized a net gain of approximately $21.4 million and $7.0 million, respectively, which was recognized as a component of the net loss of the equity method investments in the consolidated statements of operations.

The carrying values and respective balance sheet locations of the Company's clean energy investments were as follows at December 31, 2020 and 2019, respectively:

(In millions)	December 31, 2020	December 31, 2019
Other assets	$ 47.9	$ 92.2
Total liabilities	47.5	104.9
Included in other current liabilities	47.5	47.7
Included in other long-term obligations	—	57.2

Summarized financial information, in the aggregate, for the Company's significant equity method investments on a 100% basis as of December 31, 2020 and 2019 and for the years ended December 31, 2020, 2019 and 2018 are as follows:

(In millions)	December 31, 2020	December 31, 2019
Current assets	$ 38.9	$ 39.3
Noncurrent assets	1.0	1.7
Total assets	39.9	41.0
Current liabilities	33.0	36.1
Noncurrent liabilities	1.8	1.7
Total liabilities	34.8	37.8
Net assets	$ 5.1	$ 3.2

	Year Ended December 31,		
(In millions)	2020	2019	2018
Total revenues	$ 374.5	$ 385.0	$ 483.3
Gross loss	(4.6)	(4.4)	(21.1)
Operating and non-operating expense	19.0	20.0	21.9
Net loss	$ (23.6)	$ (24.4)	$ (43.0)

The Company's net losses from its equity method investments include amortization expense related to the excess of the cost basis of the Company's investment over the underlying assets of each individual investee. For the years ended December 31, 2020, 2019 and 2018, the Company recognized net losses from equity method investments of $48.4 million, $62.1 million, and $78.7 million, respectively, which were recognized as a component of other expense, net in the consolidated statements of operations. The Company recognizes the income tax credits and benefits from the clean energy investments as part of its provision for income taxes.

8. Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill for the years ended December 31, 2020 and 2019 are as follows:

(In millions)	Developed Markets	Greater China	JANZ	Emerging Markets	Total
Balance at December 31, 2018:					
Goodwill	$ 8,410.9	$ 68.6	$ 584.1	$ 1,069.2	$ 10,132.8
Accumulated impairment losses	(385.0)	—	—	—	(385.0)
	8,025.9	68.6	584.1	1,069.2	9,747.8
Foreign currency translation	(152.9)	(0.8)	0.7	(4.2)	(157.2)
	7,873.0	67.8	584.8	1,065.0	9,590.6
Balance at December 31, 2019:					
Goodwill	8,258.0	67.8	584.8	1,065.0	9,975.6
Accumulated impairment losses	(385.0)	—	—	—	(385.0)
	7,873.0	67.8	584.8	1,065.0	9,590.6
Acquisitions	704.3	652.8	217.4	533.0	2,107.5
Foreign currency translation	607.2	17.7	61.8	(37.8)	648.9
	9,184.5	738.3	864.0	1,560.2	12,347.0
Balance at December 31, 2020					
Goodwill	9,569.5	738.3	864.0	1,560.2	12,732.0
Accumulated impairment losses	(385.0)	—	—	—	(385.0)
	$ 9,184.5	$ 738.3	$ 864.0	$ 1,560.2	$ 12,347.0

As a result of the Combination, the Company revised its reportable segments in the fourth quarter of 2020. The Company has four reportable segments: Developed Markets, Greater China, JANZ and Emerging Markets. Refer to Note 15 Segment Information included in Part II. Item 8 of this Form 10-K for additional information.

Intangible assets consist of the following components at December 31, 2020 and 2019:

(In millions)	Weighted Average Life (Years)	Cost	Accumulated Amortization	Net Book Value
December 31, 2020				
Product rights, licenses and other [1]	15	$ 40,404.1	$ 10,801.6	$ 29,602.5
In-process research and development		80.7	—	80.7
		$ 40,484.8	$ 10,801.6	$ 29,683.2
December 31, 2019				
Product rights, licenses and other [1]	15	$ 20,109.1	$ 8,579.5	$ 11,529.6
In-process research and development		120.3	—	120.3
		$ 20,229.4	$ 8,579.5	$ 11,649.9

[1] Represents amortizable intangible assets. Other intangibles consist principally of customer lists and contractual rights.

Product rights and licenses are primarily comprised of the products marketed at the time of acquisition. These product rights and licenses relate to numerous individual products, the net book value of which, by product category, is as follows:

(In millions)	Developed Markets	Greater China	JANZ	Emerging Markets	December 31, 2020
Brands	$ 10,988.1	$ 4,372.3	$ 2,377.0	$ 4,478.7	$ 22,216.1
Complex Gx and Biosimilars	272.5	—	2.3	—	274.8
Generics	6,253.9	12.7	423.9	417.3	7,107.8
Total Product Rights and Licenses	$ 17,514.5	$ 4,385.0	$ 2,803.2	$ 4,896.0	$ 29,598.7

(In millions)	Developed Markets	Greater China	JANZ	Emerging Markets	December 31, 2019
Brands	$ 5,212.3	$ 161.1	$ 165.3	$ 25.3	$ 5,564.0
Complex Gx and Biosimilars	313.2	—	2.7	—	315.9
Generics	5,090.3	12.9	170.4	364.6	5,638.2
Total Product Rights and Licenses	$ 10,615.8	$ 174.0	$ 338.4	$ 389.9	$ 11,518.1

Amortization expense and intangible asset impairment charges, which are included as a component of amortization expense, which is classified primarily within cost of sales in the consolidated statements of operations, for the years ended December 31, 2020, 2019 and 2018 was as follows:

	Year ended December 31,		
(In millions)	2020	2019	2018
Intangible asset amortization expense	$ 1,605.8	$ 1,582.7	$ 1,606.4
IPR&D intangible asset impairment charges	37.4	138.3	117.7
Finite-lived intangible asset impairment charges	45.0	42.3	106.3
Total intangible asset amortization expense (including impairment charges)	$ 1,688.2	$ 1,763.3	$ 1,830.4

The assessment for impairment of finite-lived intangibles is based on our ability to recover the carrying value of the long-lived assets or asset grouping by analyzing the expected future undiscounted pre-tax cash flows specific to the asset or asset grouping. If the carrying amount is greater than the undiscounted cash flows, the Company recognizes an impairment loss for the excess of the carrying amount over the estimated fair value based on discounted cash flows.

Significant management judgment is involved in estimating the recoverability of these assets and is dependent upon the accuracy of the assumptions used in making these estimates, as well as how the estimates compare to the eventual future operating performance of the specific asset or asset grouping. The fair value of finite-lived intangible assets was calculated as the present value of the estimated future net cash flows using a market rate of return. The assumptions inherent in the estimated future cash flows include, among other things, the impact of the current competitive environment and future market expectations. Discount rates ranging between 9.0% and 11.0% were utilized in the valuations performed during the years ended December 31, 2020, 2019 and 2018. At December 31, 2020 and 2019, the Company's finite-lived intangible assets totaled $29.60 billion and $11.53 billion, respectively. Any future long-lived assets impairment charges could have a material impact in the Company's consolidated financial condition and results of operations.

The Company's IPR&D assets are tested at least annually for impairment or upon the occurrence of a triggering event. Impairment is determined to exist when the fair value of IPR&D assets, which is based upon updated forecasts and commercial development plans, is less than the carrying value of the assets being tested. The fair value of IPR&D was calculated as the present value of the estimated future net cash flows using a market rate of return. The assumptions inherent in the estimated future cash flows include, among other things, the impact of changes to the development programs, the projected development and regulatory time frames and the current competitive environment. Discount rates ranging between 9.0% and 11.0%, 9.0% and 11.0%, and 9.5% and 13.0% were utilized in the valuations performed during the years ended December 31, 2020, 2019 and 2018 respectively.

The fair value of both IPR&D and finite-lived intangible assets was determined based upon detailed valuations employing the income approach which utilized Level 3 inputs, as defined in Note 9 Financial Instruments and Risk Management. Changes to any of the Company's assumptions including changes to or abandonment of development programs,

regulatory timelines, discount rates or the competitive environment related to the assets could lead to future material impairment charges.

The Company reviews goodwill for impairment annually on April 1st or more frequently if events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable. As a result of the decline in the Mylan share price during the first quarter of 2020, and the general uncertainty and volatility in the economic environments in which the Company operates, including the impacts of the COVID-19 pandemic, the Company performed an interim goodwill impairment test as of March 31, 2020. The Company performed the annual goodwill impairment test as of April 1, 2020. There were no significant changes from the interim goodwill test performed at March 31, 2020 and the results were consistent with the interim goodwill impairment test.

Mylan performed both the interim and annual goodwill impairment tests on a quantitative basis for its four reporting units, North America Generics, North America Brands, Europe and Rest of World. In estimating each reporting unit's fair value, Mylan performed an extensive valuation analysis, utilizing both income and market-based approaches, except for the North America Brands reporting unit where the fair value was estimated utilizing the income approach. The determination of the fair value of the reporting units requires management to make significant estimates and assumptions that affect the reporting unit's expected future cash flows. These estimates and assumptions, utilizing Level 3 inputs, primarily include, but are not limited to, market multiples, control premiums, the discount rate, terminal growth rates, operating income before depreciation and amortization, and capital expenditures forecasts.

As of March 31, 2020 and April 1, 2020, the allocation of the goodwill among the reporting units was as follows: North America Generics $2.60 billion, North America Brands $0.65 billion, Europe $4.43 billion and Rest of World $1.65 billion.

As of March 31, 2020 and April 1, 2020, Mylan determined that the fair value of the North America Generics, North America Brands and Rest of World reporting units was substantially in excess of the respective unit's carrying value. However, when compared to the April 1, 2019 test, the fair value of the overall business declined because of future forecasts and the decline in share price.

For the Europe reporting unit, the estimated fair value exceeded its carrying value by approximately $1.2 billion or 11.0% for both the interim and annual goodwill impairment test. As it relates to the income approach for the Europe reporting unit at March 31, 2020 and April 1, 2020, the Company forecasted cash flows for the next 5 years. During the forecast period, the revenue compound annual growth rate was approximately 7.5%. A terminal year value was calculated with a 2.0% revenue growth rate applied. The discount rate utilized was 11.0% and the estimated tax rate was 25.5%. Under the market-based approach, we utilized an estimated range of market multiples of 8.0 to 9.5 times EBITDA plus a control premium of 15.0%. If all other assumptions are held constant, a reduction in the terminal value growth rate by 3.5% or an increase in discount rate by 3.5% would result in an impairment charge for the Europe reporting unit.

Due to the inherent uncertainty involved in making these estimates, actual results could differ from those estimates. In addition, changes in underlying assumptions, especially as it relates to the key assumptions detailed, could have a significant impact on the fair value of the reporting units.

Intangible asset amortization expense for the years ended December 31, 2021 through 2025 is estimated to be as follows:

(In millions)	
2021	$ 2,652
2022	2,578
2023	2,414
2024	2,296
2025	2,198

9. Financial Instruments and Risk Management

The Company is exposed to certain financial risks relating to its ongoing business operations. The primary financial risks that are managed by using derivative instruments are foreign currency risk and interest rate risk.

Foreign Currency Risk Management

In order to manage certain foreign currency risks, the Company enters into foreign exchange forward contracts to mitigate risk associated with changes in spot exchange rates of mainly non-functional currency denominated assets or liabilities. The foreign exchange forward contracts are measured at fair value and reported as current assets or current liabilities in the consolidated balance sheets. Any gains or losses on the foreign exchange forward contracts are recognized in earnings in the period incurred in the consolidated statements of operations.

The Company has also entered into forward contracts to hedge forecasted foreign currency denominated sales from certain international subsidiaries. These contracts are designated as cash flow hedges to manage foreign currency transaction risk and are measured at fair value and reported as current assets or current liabilities in the consolidated balance sheets. Any changes in the fair value of designated cash flow hedges are deferred in AOCE and are reclassified into earnings when the hedged item impacts earnings.

Net Investment Hedges

The Company may hedge the foreign currency risk associated with certain net investment positions in foreign subsidiaries by either borrowing directly in foreign currencies and designating all or a portion of the foreign currency debt as a hedge of the applicable net investment position or entering into foreign currency swaps that are designated as hedges of net investments.

The Company has designated certain Euro borrowings as a hedge of its investment in certain Euro-functional currency subsidiaries in order to manage foreign currency translation risk. Borrowings designated as net investment hedges are marked-to-market using the current spot exchange rate as of the end of the period, with gains and losses included in the foreign currency translation component of AOCE until the sale or substantial liquidation of the underlying net investments. In addition, the Company manages the related foreign exchange risk of the Euro borrowings not designated as net investment hedges through certain Euro denominated financial assets and forward currency swaps.

The following table summarizes the principal amounts of the Company's outstanding Euro borrowings and the notional amounts of the Euro borrowings designated as net investment hedges:

		Notional Amount Designated as a Net Investment Hedge	
(in millions)	Principal Amount	December 31, 2020	December 31, 2019
1.250% Euro Senior Notes due 2020	€ 750.0	€ —	€ 104.0
0.816% Euro Senior Notes due 2022	750.0	750.0	—
2.250% Euro Senior Notes due 2024	1,000.0	1,000.0	1,000.0
1.023% Euro Senior Notes due 2024	750.0	750.0	—
2.125% Euro Senior Notes due 2025	500.0	500.0	500.0
1.362% Euro Senior Notes due 2027	850.0	850.0	—
3.125% Euro Senior Notes due 2028	750.0	750.0	750.0
1.908% Euro Senior Notes due 2032	1,250.0	1,250.0	—
Foreign currency forward contracts	105.6	105.6	—
Total	€ 6,705.6	€ 5,955.6	€ 2,354.0

Interest Rate Risk Management

The Company enters into interest rate swaps from time to time in order to manage interest rate risk associated with the Company's fixed-rate and floating-rate debt. Interest rate swaps that meet specific accounting criteria are accounted for as fair value or cash flow hedges. All derivative instruments used to manage interest rate risk are measured at fair value and reported as current assets or current liabilities in the consolidated balance sheets. For fair value hedges, the changes in the fair value of both the hedging instrument and the underlying debt obligations are included in interest expense. For cash flow hedges, the change in fair value of the hedging instrument is deferred through AOCE and is reclassified into earnings when the hedged item impacts earnings.

Cash Flow Hedging Relationships

The Company's interest rate swaps designated as cash flow hedges fix the interest rate on a portion of the Company's variable-rate debt or hedge part of the Company's interest rate exposure associated with the variability in the future cash flows attributable to changes in interest rates. Any changes in fair value are included in earnings or deferred through AOCE, depending on the nature and effectiveness of the offset. Any ineffectiveness in a cash flow hedging relationship is recognized immediately in earnings in the consolidated statements of operations.

Fair Value Hedging Relationships

The Company's interest rate swaps designated as fair value hedges convert the fixed rate on a portion of the Company's fixed-rate senior notes to a variable rate. Any changes in the fair value of these derivative instruments, as well as the offsetting change in fair value of the portion of the fixed-rate debt being hedged, is included in interest expense. The total notional amount of the Company's fair value hedge was $750 million as of December 31, 2019 and terminated during 2020.

Credit Risk Management

The Company regularly reviews the creditworthiness of its financial counterparties and does not expect to incur a significant loss from the failure of any counterparties to perform under any agreements. The Company is not subject to any obligations to post collateral under derivative instrument contracts. Certain derivative instrument contracts entered into by the Company are governed by master agreements, which contain credit-risk-related contingent features that would allow the counterparties to terminate the contracts early and request immediate payment should the Company trigger an event of default on other specified borrowings. The Company records all derivative instruments on a gross basis in the consolidated balance sheets. Accordingly, there are no offsetting amounts that net assets against liabilities.

The Effect of Derivative Instruments in the Consolidated Balance Sheets
Fair Values of Derivative Instruments
Derivatives Designated as Hedging Instruments

	Asset Derivatives			
	December 31, 2020		December 31, 2019	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Interest rate swaps	Prepaid expenses and other current assets	$ —	Prepaid expenses and other current assets	$ 22.3
Foreign currency forward contracts	Prepaid expenses and other current assets	28.3	Prepaid expenses and other current assets	12.5
Total		$ 28.3		$ 34.8

	Liability Derivatives			
	December 31, 2020		December 31, 2019	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Other current liabilities	$ 0.8	Other current liabilities	$ —
		$ 0.8		$ —

The Effect of Derivative Instruments in the Consolidated Balance Sheets
Fair Values of Derivative Instruments
Derivatives Not Designated as Hedging Instruments

	Asset Derivatives			
	December 31, 2020		December 31, 2019	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Prepaid expenses and other current assets	$ 90.3	Prepaid expenses and other current assets	$ 8.5
Total		$ 90.3		$ 8.5

	Liability Derivatives			
	December 31, 2020		December 31, 2019	
(In millions)	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Foreign currency forward contracts	Other current liabilities	$ 102.8	Other current liabilities	$ 12.9
Total		$ 102.8		$ 12.9

The Effect of Derivative Instruments in the Consolidated Statements of Operations
Derivatives in Fair Value Hedging Relationships

		Amount of Gain or (Loss) Recognized in Earnings on Derivatives		
		Year Ended December 31,		
(In millions)	Location of Gain or (Loss) Recognized in Earnings on Derivatives	2020	2019	2018
Interest rate swaps	Interest expense	$ 22.1	$ 18.7	$ (12.6)
Total		$ 22.1	$ 18.7	$ (12.6)

		Amount of Gain or (Loss) Recognized in Earnings on Hedging Items		
		Year Ended December 31,		
(In millions)	Location of Gain or (Loss) Recognized in Earnings on Hedged Items	2020	2019	2018
2023 Senior Notes (3.125% coupon)	Interest expense	$ (22.1)	$ (18.7)	$ 12.6
Total		$ (22.1)	$ (18.7)	$ 12.6

In the first quarter of 2020, the Company terminated interest rate swaps designated as a fair value hedge resulting in net proceeds of approximately $45 million. The amount included in the above tables represents the fair value adjustment recognized at the date the interest rate swaps were settled.

The Effect of Derivative Instruments in the Consolidated Statements of Comprehensive (Loss) Earnings
Derivatives in Net Investment Hedging Relationships

	Amount of Gain or (Loss) Recognized in AOCE (Net of Tax) on Derivatives (Effective Portion)		
	Year Ended December 31,		
(In millions)	2020	2019	2018
Foreign currency borrowings and forward contracts	$ (346.4)	$ 56.7	$ 108.9
Total	$ (346.4)	$ 56.7	$ 108.9

The Effect of Derivative Instruments in the Consolidated Statements of Comprehensive (Loss) Earnings
Derivatives in Cash Flow Hedging Relationships

	Amount of Gain or (Loss) Recognized in AOCE (Net of Tax) on Derivatives (Effective Portion)		
	Year Ended December 31,		
(In millions)	2020	2019	2018
Foreign currency forward contracts	$ 20.6	$ 16.6	$ (46.6)
Interest rate swaps	—	3.0	—
Total	$ 20.6	$ 19.6	$ (46.6)

The Effect of Derivative Instruments in the Consolidated Statements of Operations
Derivatives in Cash Flow Hedging Relationships

		Amount of Gain or (Loss) Reclassified from AOCE into Earnings (Effective Portion)		
		Year Ended December 31,		
(In millions)	Location of Gain or (Loss) Reclassified from AOCE into Earnings (Effective Portion)	2020	2019	2018
Foreign currency forward contracts	Net sales	$ 4.8	$ (0.7)	$ 6.2
Interest rate swaps	Interest expense	(4.5)	(7.1)	(7.7)
Total		$ 0.3	$ (7.8)	$ (1.5)

		Amount of Gaom Excluded from the Assessment of Hedge Effectiveness		
		Year Ended December 31,		
(In millions)	Location of Gain Excluded from the Assessment of Hedge Effectiveness	2020	2019	2018
Foreign currency forward contracts	Other expense, net	$ 7.1	$ —	$ —
Total		$ 7.1	$ —	$ —

At December 31, 2020, the Company expects that approximately $9.0 million of pre-tax net losses on cash flow hedges will be reclassified from AOCE into earnings during the next twelve months.

The Effect of Derivative Instruments in the Consolidated Statements of Operations
Derivatives Not Designated as Hedging Instruments

(In millions)	Location of Gain or (Loss) Recognized in Earnings on Derivatives	Amount of Gain or (Loss) Recognized in Earnings on Derivatives		
		Year Ended December 31,		
		2020	2019	2018
Foreign currency option and forward contracts	Other expense, net	$ (10.1)	$ (17.3)	$ 34.8
Total		$ (10.1)	$ (17.3)	$ 34.8

Fair Value Measurement

Fair value is based on the price that would be received from the sale of an identical asset or paid to transfer an identical liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, a fair value hierarchy has been established that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable market-based inputs other than quoted prices in active markets for identical assets or liabilities.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers counterparty credit risk in its assessment of fair value.

Financial assets and liabilities carried at fair value are classified in the tables below in one of the three categories described above:

(In millions)	December 31, 2020 Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ 0.9	$ —	$ —	$ 0.9
Total cash equivalents	0.9	—	—	0.9
Equity securities:				
Exchange traded funds	45.1	—	—	45.1
Marketable securities	0.7	—	—	0.7
Total equity securities	45.8	—	—	45.8
Available-for-sale fixed income investments:				
Corporate bonds	—	17.8	—	17.8
U.S. Treasuries	—	14.4	—	14.4
Agency mortgage-backed securities	—	1.9	—	1.9
Asset backed securities	—	4.6	—	4.6
Other	—	0.4	—	0.4
Total available-for-sale fixed income investments	—	39.1	—	39.1
Foreign exchange derivative assets	—	118.6	—	118.6
Interest rate swap derivative assets	—	—	—	—
Total assets at recurring fair value measurement	$ 46.7	$ 157.7	$ —	$ 204.4
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 103.6	$ —	$ 103.6
Contingent consideration	—	—	223.6	223.6
Total liabilities at recurring fair value measurement	$ —	$ 103.6	$ 223.6	$ 327.2

(In millions)	December 31, 2019			
	Level 1	Level 2	Level 3	Total
Recurring fair value measurements				
Financial Assets				
Cash equivalents:				
Money market funds	$ 0.7	$ —	$ —	$ 0.7
Total cash equivalents	0.7	—	—	0.7
Equity securities:				
Exchange traded funds	38.3	—	—	38.3
Marketable securities	0.7	—	—	0.7
Total equity securities	39.0	—	—	39.0
Available-for-sale fixed income investments:				
Corporate bonds	—	10.8	—	10.8
U.S. Treasuries	—	9.5	—	9.5
Agency mortgage-backed securities	—	2.3	—	2.3
Asset backed securities	—	3.6	—	3.6
Other	—	0.6	—	0.6
Total available-for-sale fixed income investments	—	26.8	—	26.8
Foreign exchange derivative assets	—	21.0	—	21.0
Interest rate swap derivative assets	—	22.3	—	22.3
Total assets at recurring fair value measurement	$ 39.7	$ 70.1	$ —	$ 109.8
Financial Liabilities				
Foreign exchange derivative liabilities	$ —	$ 12.9	$ —	$ 12.9
Contingent consideration	—	—	250.7	250.7
Total liabilities at recurring fair value measurement	$ —	$ 12.9	$ 250.7	$ 263.6

For financial assets and liabilities that utilize Level 2 inputs, the Company utilizes both direct and indirect observable price quotes, including the LIBOR yield curve, foreign exchange forward prices, and bank price quotes. For the years ended December 31, 2020 and 2019, there were no transfers between Level 1 and 2 of the fair value hierarchy. Below is a summary of valuation techniques for Level 1 and Level 2 financial assets and liabilities:

- *Cash equivalents* — valued at observable net asset value prices.
- *Equity securities, exchange traded funds* — valued at the active quoted market prices from broker or dealer quotations or transparent pricing sources at the reporting date. Unrealized gains and losses attributable to changes in fair value are included in other expense, net, in the consolidated statements of operations.
- *Equity securities, marketable securities* — valued using quoted stock prices from public exchanges at the reporting date. Unrealized gains and losses attributable to changes in fair value are included in other expense, net, in the consolidated statements of operations.
- *Available-for-sale fixed income investments* — valued at the quoted market prices from broker or dealer quotations or transparent pricing sources at the reporting date. Unrealized gains and losses attributable to changes in fair value, net of income taxes, are included in accumulated other comprehensive loss as a component of shareholders' equity.
- *Interest rate swap derivative assets and liabilities* — valued using the LIBOR/EURIBOR yield curves at the reporting date. Counterparties to these contracts are highly rated financial institutions.
- *Foreign exchange derivative assets and liabilities* — valued using quoted forward foreign exchange prices and spot rates at the reporting date. Counterparties to these contracts are highly rated financial institutions.

Contingent Consideration

In December 2011, the Company completed the acquisition of the exclusive worldwide rights to develop, manufacture and commercialize a generic equivalent to GlaxoSmithKline's Advair® Diskus incorporating Pfizer's respiratory delivery platform. The Company accounted for this transaction as a purchase of a business and utilized the acquisition method of accounting. On January 30, 2019, the Company received FDA approval of Wixela™ Inhub™ (fluticasone propionate and salmeterol inhalation powder, USP), the first generic of GlaxoSmithKline's Advair Diskus®. The commercial launch of the Wixela™ Inhub™ occurred in February 2019.

As of December 31, 2020, the Company has a contingent consideration liability of $204.9 million related to the respiratory delivery platform. The fair value measurement of contingent consideration is determined using Level 3 inputs. The Company's contingent consideration represents a component of the total purchase consideration for Pfizer's respiratory delivery platform and certain other acquisitions. The measurement is calculated using unobservable inputs based on the Company's own assumptions primarily related to the probability and timing of future development and commercial milestones and future profit sharing payments which are discounted using a market rate of return. At December 31, 2020 and 2019, discount rates ranging from 2.1% to 10.5% were utilized in the valuations. Significant changes in unobservable inputs could result in material changes to the contingent consideration liability.

A rollforward of the activity in the Company's fair value of contingent consideration from December 31, 2018 to December 31, 2020 is as follows:

(In millions)	Current Portion [1]	Long-Term Portion [2]	Total Contingent Consideration
Balance at December 31, 2018	$ 158.3	$ 197.0	$ 355.3
Payments	(99.0)	—	(99.0)
Reclassifications	57.6	(57.6)	—
Accretion	—	14.8	14.8
Fair value loss (gain) [3]	3.5	(23.9)	(20.4)
Balance at December 31, 2019	$ 120.4	$ 130.3	$ 250.7
Payments	(111.8)	—	(111.8)
Reclassifications	58.1	(58.1)	—
Accretion	—	11.6	11.6
Fair value loss [3]	33.8	39.3	73.1
Balance at December 31, 2020	$ 100.5	$ 123.1	$ 223.6

(1) Included in other current liabilities in the consolidated balance sheets.

(2) Included in other long-term obligations in the consolidated balance sheets.

(3) Included in litigation settlements and other contingencies, net in the consolidated statements of operations.

2019 Changes to Contingent Consideration: During the year ended December 31, 2019, the Company recorded a fair value gain of $20.4 million related to the respiratory delivery platform contingent consideration which was partially offset by the net accretion of approximately $14.8 million. In addition, the Company made payments of approximately $99.0 million related to the respiratory delivery platform contingent consideration.

2020 Changes to Contingent Consideration: During the year ended December 31, 2020, the Company recorded a fair value loss of $73.1 million related to the respiratory delivery platform contingent consideration and accretion of approximately $11.6 million. In addition, the Company made payments of approximately $111.8 million related to the respiratory delivery platform contingent consideration.

The Company expects to incur approximately $8 million to $10 million of non-cash accretion expense related to the increase in the net present value of the contingent consideration liabilities in 2021.

Although the Company has not elected the fair value option for financial assets and liabilities, any future transacted financial asset or liability will be evaluated for the fair value election.

Available-for-Sale Securities

The amortized cost and estimated fair value of available-for-sale fixed income securities, included in prepaid expenses and other current assets, were as follows:

(In millions)	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 31, 2020				
Debt securities	$ 37.5	$ 1.6	$ —	$ 39.1
	$ 37.5	$ 1.6	$ —	$ 39.1
December 31, 2019				
Debt securities	$ 26.0	$ 0.8	$ —	$ 26.8
	$ 26.0	$ 0.8	$ —	$ 26.8

Maturities of available-for-sale debt securities at fair value as of December 31, 2020, were as follows:

(In millions)	
Mature within one year	$ 1.9
Mature in one to five years	20.9
Mature in five years and later	16.3
	$ 39.1

10. Debt

Short-Term Borrowings

The Company had $1.10 billion of short-term borrowings as of December 31, 2020 and had no short-term borrowings as of December 31, 2019.

(In millions)	December 31, 2020	December 31, 2019
Commercial paper notes	$ 651.3	$ —
Receivables Facility	248.4	—
Note Securitization Facility	200.0	—
Other	1.2	—
Short-term borrowings	$ 1,100.9	$ —

The following provides an overview of the Company's short-term credit facilities.

Commercial Paper Program

On November 16, 2020, the Company established the Commercial Paper Program to support its working capital requirements and for general purposes. This program replaced a similar program at Mylan. There was $651.3 million of CP Notes outstanding under this program as of December 31, 2020 and no balance as of December 31, 2019. Amounts available under the Commercial Paper Program may be borrowed, repaid and re-borrowed from time to time, with the aggregate principal amount of CP Notes outstanding at any time not to exceed $1.65 billion. The Revolving Facility will be available to pay the CP Notes, if necessary. The maturities of the CP Notes will vary but will not exceed 364 days from the date of issue.

Receivables Facility and Note Securitization Facility

The Company has a $400 million Receivables Facility which expires in April 2022.

Under the terms of the Receivables Facility, our subsidiary, MPI, sells certain accounts receivable to Mylan Securitization, a wholly-owned special purpose entity which in turn sells a percentage ownership interest in the receivables to financial institutions and commercial paper conduits sponsored by financial institutions. Mylan Securitization's assets have been pledged to MUFG Bank, Ltd., as agent, in support of its obligations under the Receivables Facility. Any amounts outstanding under the facility are recorded as borrowings and the underlying receivables are included in accounts receivable, net, in the consolidated balance sheets.

In August 2020, the Company entered into the Note Securitization Facility for borrowings up to $200 million. Under the terms of each of the Receivables Facility and Note Securitization Facility, certain of our accounts receivable secure the amounts borrowed and cannot be used to pay our other debts or liabilities. The amount that we may borrow at a given point in time is determined based on the amount of qualifying accounts receivable that are present at such point in time. Borrowings outstanding under the Receivables Facility bear interest at a commercial paper rate plus 0.925% and under the Note Securitization Facility at a rate per annum quoted from time to time by MUFG Bank, Ltd. plus 1.00% and are included as a component of short-term borrowings, while the accounts receivable securing these obligations remain as a component of accounts receivable, net, in our consolidated balance sheets. In addition, the agreements governing the Receivables Facility and Note Securitization Facility contain various customary affirmative and negative covenants, and customary default and termination provisions with which the Company was compliant as of December 31, 2020. As of December 31, 2020 and 2019, the Company had $389.4 million and $407.0 million, respectively, of accounts receivable balances sold to Mylan Securitization.

Long-Term Debt

A summary of long-term debt is as follows:

(In millions)	Interest Rate as of December 31, 2020	December 31, 2020	December 31, 2019
Current portion of long-term debt:			
2020 Floating Rate Euro Notes [a] **		—	560.6
2020 Euro Senior Notes [b] **	1.250 %	—	840.1
2020 Senior Notes [c] **	3.750 %	—	50.0
2021 Senior Notes **	3.150 %	2,249.7	—
Other		8.0	8.3
Deferred financing fees		(1.4)	(1.4)
Current portion of long-term debt		$ 2,256.3	$ 1,457.6
Non-current portion of long-term debt:			
2021 Senior Notes **	3.150 %	—	2,249.2
2022 Euro Senior Notes ****	0.816 %	928.8	—
2022 Senior Notes ***	1.125 %	1,008.8	—
2023 Senior Notes [d] *	3.125 %	781.6	771.8
2023 Senior Notes *	4.200 %	499.3	499.1
2024 Euro Senior Notes **	2.250 %	1,219.9	1,119.3
2024 Euro Senior Notes ****	1.023 %	944.6	—
2025 Euro Senior Notes *	2.125 %	609.9	559.6
2025 Senior Notes ***	1.650 %	767.1	—
2026 Senior Notes **	3.950 %	2,239.7	2,238.1
2027 Euro Senior Notes ****	1.362 %	1,097.4	—
2027 Senior Notes ***	2.300 %	786.1	—
2028 Euro Senior Notes **	3.125 %	909.7	834.3
2030 Senior Notes ***	2.700 %	1,528.0	—
2032 Euro Senior Notes ****	1.908 %	1,672.6	—
2040 Senior Notes ***	3.850 %	1,663.3	—
2028 Senior Notes *	4.550 %	748.6	748.4
2043 Senior Notes *	5.400 %	497.3	497.2
2046 Senior Notes **	5.250 %	999.9	999.8
2048 Senior Notes *	5.200 %	747.7	747.7
2050 Senior Notes ***	4.000 %	2,209.3	—
USD Term Loan		600.0	—
Other		17.4	8.9
Deferred financing fees		(47.8)	(59.1)
Long-term debt		$ 22,429.2	$ 11,214.3

[a] The 2020 Floating Rate Euro Notes were repaid at maturity in the second quarter of 2020. The instrument bore interest at a rate of three-month EURIBOR plus 0.50% per annum, reset quarterly.
[b] The 2020 Euro Senior Notes were repaid at maturity in the fourth quarter of 2020.
[c] The 2020 Senior Notes were repaid at maturity in the fourth quarter of 2020.

(d) During 2020, the Company terminated interest rate swaps designated as a fair value hedge resulting in net proceeds of approximately $45 million. The fair value adjustment will be amortized to interest expense over the remaining term of the notes.

* Instrument was issued by Mylan Inc.

** Instrument was originally issued by Mylan N.V.

*** Instrument was issued by Viatris Inc.

**** Instrument was issued by Upjohn Finance B.V.

Senior Notes

Upjohn Senior Notes

In connection with the Combination, in June 2020, Viatris and Upjohn Finance B.V. completed privately placed debt offerings of $7.45 billion of senior unsecured notes (the "Upjohn U.S. Dollar Notes") and €3.60 billion aggregate principal amount of senior unsecured notes (the "Upjohn Euro Notes" and, together with the Upjohn U.S. Dollar Notes, the "Upjohn Senior Notes"), respectively, and entered into other financing arrangements described below under "Term Loan and Revolving Facility." The Upjohn U.S. Dollar Notes were issued pursuant to an indenture dated June 22, 2020. The Upjohn U.S. Dollar Notes were issued in a private offering exempt from the registration requirements of the Securities Act to qualified institutional buyers in accordance with Rule 144A under the Securities Act and to persons outside of the U.S. pursuant to Regulation S under the Securities Act. Viatris has entered into a registration rights agreement, dated as of June 22, 2020 pursuant to which Viatris is required to use commercially reasonable efforts to file a registration statement with respect to an offer to exchange each series of the Upjohn U.S. Dollar Notes for new notes with the same aggregate principal amount and terms substantially identical in all material respects. The Upjohn Euro Notes were issued pursuant to an indenture dated June 23, 2020. The Upjohn Euro Notes were guaranteed upon issuance by Viatris and were issued in a private offering exempt from the registration requirements of the Securities Act, to persons outside of the U.S. pursuant to Regulation S under the Securities Act. Viatris and Upjohn Finance B.V. are U.S. dollar functional entities. The following table provides information about the Upjohn Senior Notes issued in June 2020:

(In millions)	**Notional Value**
2022 Senior Notes	$ 1,000.0
2025 Senior Notes	750.0
2027 Senior Notes	750.0
2030 Senior Notes	1,450.0
2040 Senior Notes	1,500.0
2050 Senior Notes	2,000.0
2022 Euro Senior Note	916.2
2024 Euro Senior Note	916.2
2027 Euro Senior Note	1,038.4
2032 Euro Senior Note	1,527.0
Total	$ 11,847.8

The net proceeds from the offerings of the Upjohn Senior Notes, together with the proceeds from the $600 million Term Loan were utilized to fund the $12 billion cash payment by Viatris to Pfizer as partial consideration for Pfizer's contribution of the Upjohn Business to Viatris and related transaction fees and expenses.

Assumptions and Guarantees of Senior Unsecured Notes

In connection with the Combination, on November 16, 2020, Viatris, Upjohn Finance B.V., Utah Acquisition Sub, a Delaware corporation and an indirect wholly owned subsidiary of Viatris, Mylan II, a company incorporated under the laws of the Netherlands and an indirect wholly owned subsidiary of Viatris, and Mylan Inc. entered into the Viatris Supplemental Indentures relating to the Upjohn Senior Notes. The Viatris Supplemental Indentures provide for full and unconditional guarantees of the Upjohn Senior Notes by Utah Acquisition Sub, Mylan II and Mylan Inc.

On November 16, 2020, Viatris, Utah Acquisition Sub, Mylan II and Mylan Inc. entered into supplemental indentures (collectively, the "Mylan Supplemental Indentures") relating to the senior unsecured notes previously issued by Mylan and guaranteed by Mylan Inc. (the "Legacy Mylan N.V. Notes") and the senior unsecured notes previously issued by Mylan Inc. and guaranteed by Mylan (the "Legacy Mylan Inc. Notes" and, together with the Legacy Mylan N.V. Notes, the "Legacy Mylan Notes"). The Mylan Supplemental Indentures provide for (i) the assumption of Mylan N.V.'s obligations as issuer under the Legacy Mylan N.V. Notes and the indentures governing the Legacy Mylan N.V. Notes by Utah Acquisition Sub, (ii) full and unconditional guarantees of the Legacy Mylan N.V. Notes by Viatris and Mylan II, (iii) the assumption of Mylan N.V.'s obligations as guarantor under the Legacy Mylan Inc. Notes and the indentures governing the Legacy Mylan Inc. Notes by either Mylan II or Utah Acquisition Sub, as applicable, and (iv) full and unconditional guarantees of the Legacy Mylan Inc. Notes by Viatris and either Mylan II or Utah Acquisition Sub, as applicable.

Term Loan and Revolving Facility

In June 2020, Viatris entered into (i) the $600 million Term Loan Agreement and (ii) the $4.0 billion Revolving Facility with various syndicates of banks. The Term Loan Agreement matures on May 16, 2022 and the Revolving Facility matures on November 16, 2023.

Both the Term Loan Agreement and the Revolving Facility contain customary affirmative covenants for facilities of this type, including among others, covenants pertaining to the delivery of financial statements, notices of default and certain material events, maintenance of corporate existence and rights, property, and insurance and compliance with laws, as well as customary negative covenants for facilities of this type, including limitations on the incurrence of subsidiary indebtedness, liens, mergers and certain other fundamental changes, investments and loans, acquisitions, transactions with affiliates, payments of dividends and other restricted payments and changes in our lines of business.

The Term Loan Agreement and the Revolving Facility contain a maximum consolidated leverage ratio financial covenant requiring maintenance of a maximum ratio of consolidated total indebtedness as of the end of any quarter to consolidated EBITDA for the trailing four quarters as defined in the related credit agreements. The maximum leverage ratio is 4.25 to 1.00 for the first four full fiscal quarters following the close of the Combination and 3.75 to 1.00 thereafter, except in circumstances as defined in the related credit agreements.

Fair Value

At December 31, 2020 and 2019, the aggregate fair value of the Company's outstanding notes was approximately $25.90 billion and $13.42 billion, respectively. The fair values of the outstanding notes were valued at quoted market prices from broker or dealer quotations and were classified as Level 2 in the fair value hierarchy.

Mandatory minimum repayments remaining on the notional amount of outstanding long-term debt at December 31, 2020, were as follows for each of the periods ending December 31:

(In millions)	Total
2021	$ 2,250
2022	2,516
2023	1,250
2024	2,138
2025	1,361
Thereafter	14,432
Total	$ 23,947

11. Comprehensive (Loss) Earnings

Accumulated other comprehensive loss, as reflected in the consolidated balance sheets, is comprised of the following:

(In millions)	December 31, 2020	December 31, 2019
Accumulated other comprehensive loss:		
Net unrealized gain on marketable securities, net of tax	$ 1.2	$ 0.6
Net unrecognized (loss) gain and prior service cost related to defined benefit plans, net of tax	(26.1)	(17.4)
Net unrecognized loss on derivatives in cash flow hedging relationships, net of tax	(18.0)	(31.6)
Net unrecognized loss on derivatives in net investment hedging relationships, net of tax	(353.6)	(74.3)
Foreign currency translation adjustment	(461.5)	(1,674.5)
	$ (858.0)	$ (1,797.2)

Components of accumulated other comprehensive (loss) earnings, before tax, consist of the following:

	Year Ended December 31, 2020							
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Net Investment Hedges	Gains and Losses on Marketable Securities	Defined Pension Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign Currency Forward Contracts	Interest Rate Swaps	Total					
Balance at December 31, 2019, net of tax			$ (31.6)	$ (74.3)	$ 0.6	$ (17.4)	$ (1,674.5)	$ (1,797.2)
Other comprehensive (loss) earnings before reclassifications, before tax			18.5	(305.2)	0.6	(12.1)	1,213.0	914.8
Amounts reclassified from accumulated other comprehensive (loss) earnings, before tax:								
Gain on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(4.8)		(4.8)					(4.8)
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		4.5	4.5					4.5
Amortization of prior service costs included in SG&A						—		—
Amortization of actuarial loss included in SG&A						(1.9)		(1.9)
Net other comprehensive (loss) earnings, before tax			18.2	(305.2)	0.6	(14.0)	1,213.0	912.6
Income tax provision (benefit)			4.6	(25.9)	—	(5.3)	—	(26.6)
Balance at December 31, 2020, net of tax			$ (18.0)	$ (353.6)	$ 1.2	$ (26.1)	$ (461.5)	$ (858.0)

	Year Ended December 31, 2019							
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Net Investment Hedges	Gains and Losses on Marketable Securities	Defined Pension Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign Currency Forward Contracts	Interest Rate Swaps	Total					
Balance at December 31, 2018, net of tax			$ (53.1)	$ (130.9)	$ —	$ 1.7	$ (1,259.0)	$ (1,441.3)
Other comprehensive earnings (loss) before reclassifications, before tax			29.3	59.6	0.5	(21.0)	(415.5)	(347.1)
Amounts reclassified from accumulated other comprehensive (loss) earnings, before tax:								
Loss on foreign exchange forward contracts classified as cash flow hedges, included in net sales	0.7		0.7					0.7
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		7.1	7.1					7.1
Amortization of prior service costs included in SG&A						(0.9)		(0.9)
Amortization of actuarial loss included in SG&A						(2.9)		(2.9)
Net other comprehensive earnings (loss), before tax			37.1	59.6	0.5	(24.8)	(415.5)	(343.1)
Income tax provision (benefit)			12.2	3.0	(0.1)	(5.9)	—	9.2
Cumulative effect of the adoption of new accounting standards			$ (3.4)	$ —	$ —	$ (0.2)	$ —	$ (3.6)
Balance at December 31, 2019, net of tax			$ (31.6)	$ (74.3)	$ 0.6	$ (17.4)	$ (1,674.5)	$ (1,797.2)

	Year Ended December 31, 2018							
	Gains and Losses on Derivatives in Cash Flow Hedging Relationships			Gains and Losses on Net Investment Hedges	Gains and Losses on Marketable Securities	Defined Pension Plan Items	Foreign Currency Translation Adjustment	Totals
(In millions)	Foreign Currency Forward Contracts	Interest Rate Swaps	Total					
Balance at December 31, 2017, net of tax			$ (3.7)	$ (239.8)	$ 10.1	$ 6.0	$ (133.8)	$ (361.2)
Other comprehensive (loss) earnings before reclassifications, before tax			(80.7)	111.6	(0.1)	(3.0)	(1,125.2)	(1,097.4)
Amounts reclassified from accumulated other comprehensive (loss) earnings, before tax:								
Gain on foreign exchange forward contracts classified as cash flow hedges, included in net sales	(6.2)		(6.2)					(6.2)
Loss on interest rate swaps classified as cash flow hedges, included in interest expense		7.7	7.7					7.7
Amortization of prior service costs included in SG&A						(0.4)		(0.4)
Amortization of actuarial gain included in SG&A						(0.4)		(0.4)
Net other comprehensive (loss) earnings, before tax			(79.2)	111.6	(0.1)	(3.8)	(1,125.2)	(1,096.7)
Income tax (benefit) provision			(27.3)	2.7	—	0.5	—	(24.1)
Cumulative effect of the adoption of new accounting standards			2.5	—	(10.0)	—	—	(7.5)
Balance at December 31, 2018, net of tax			$ (53.1)	$ (130.9)	$ —	$ 1.7	$ (1,259.0)	$ (1,441.3)

12. Income Taxes

The income tax provision (benefit) consisted of the following components:

(In millions)	Year Ended December 31, 2020	2019	2018
U.S. Federal:			
Current	$ (6.4)	$ 118.1	$ (68.2)
Deferred	(277.0)	(165.5)	(112.9)
	(283.4)	(47.4)	(181.1)
U.S. State:			
Current	(0.1)	21.1	6.8
Deferred	7.7	(13.6)	(12.3)
	7.6	7.5	(5.5)
Non-U.S.:			
Current	168.7	191.0	271.6
Deferred	55.8	(13.5)	(139.1)
	224.5	177.5	132.5
Income tax (benefit) provision	$ (51.3)	$ 137.6	$ (54.1)
Earnings before income taxes:			
United States	(945.5)	(1,031.4)	(1,000.5)
Foreign - Other	224.3	1,185.8	1,298.9
Total earnings before income taxes	$ (721.2)	$ 154.4	$ 298.4

For all periods presented, the allocation of earnings before income taxes between U.S. and non-U.S. operations includes intercompany interest allocations between certain domestic and foreign subsidiaries. These amounts are eliminated on a consolidated basis.

Temporary differences and carry-forwards that result in deferred tax assets and liabilities were as follows:

(In millions)	December 31, 2020	December 31, 2019
Deferred tax assets:		
Employee benefits	$ 273.0	$ 182.5
Litigation reserves	43.5	14.7
Accounts receivable allowances	393.7	201.9
Inventory	1,187.9	80.1
Tax credit and loss carry-forwards	1,080.4	726.2
Operating lease assets [1]	66.5	62.8
Interest expense	67.9	162.7
Intangible assets	156.3	184.7
Other	396.0	121.6
	3,665.2	1,737.2
Less: Valuation allowance	(443.6)	(603.5)
Total deferred tax assets	3,221.6	1,133.7
Deferred tax liabilities:		
Plant and equipment	50.2	87.4
Operating lease liabilities [1]	66.5	62.8
Intangible assets and goodwill	4,058.6	1,890.8
Other	22.1	17.1
Total deferred tax liabilities	4,197.4	2,058.1
Deferred tax liabilities, net	$ (975.8)	$ (924.4)

(1) As discussed in Note 6 *Leases* of the notes to consolidated financial statements, in 2019 we adopted an ASU that resulted in the recognition of operating lease right-of-use assets and lease liabilities. We adopted this standard using a modified retrospective basis that does not require application to periods prior to adoption.

For those foreign subsidiaries whose investments are permanent in duration, income and foreign withholding taxes have not been provided on the unremitted earnings of those subsidiaries. This amount may become taxable upon a repatriation of assets from the subsidiary or a sale or liquidation of the subsidiary. The amount of such unremitted earnings is approximately $3.4 billion at December 31, 2020. Determination of the amount of any unrecognized deferred income tax liability on these unremitted earnings is not practicable as such determination involves material uncertainties about the potential extent and timing of any distributions, the availability and complexity of calculating foreign tax credits, and the potential indirect tax consequences of such distributions, including withholding taxes.

Prior to the Combination, the applicable income tax rate to Mylan N.V. was the U.K. rate of 19%, and following the Combination, the statutory income tax rate applicable to Viatris Inc., is the U.S. rate of 21% for the year ended December 31, 2020. A reconciliation of the statutory tax rate to the effective tax rate is as follows:

	Year Ended December 31,		
	2020	2019	2018
Statutory tax rate	21.0 %	19.0 %	19.0 %
United States Operations			
Clean energy and research credits	12.8 %	(43.4)%	(33.1)%
U.S. rate differential	— %	(3.1)%	(5.4)%
Impact of changes in legislation	(9.2)%	— %	(4.9)%
State income taxes and credits	(1.6)%	(4.1)%	(9.2)%
Valuation allowance	8.6 %	(118.5)%	60.2 %
Tax settlements and resolution of certain tax positions	0.1 %	199.6 %	(22.5)%
Global intangible low-taxed income	(3.6)%	(8.6)%	8.6 %
Waived deductions under IRC § 59A	(3.3)%	64.5 %	— %
Impact of the Combination	5.8 %	7.7 %	— %
Other U.S. items	1.5 %	6.9 %	7.5 %
Other Foreign Operations			
Luxembourg	(5.0)%	(14.8)%	(28.3)%
Gibraltar	8.0 %	(38.8)%	(19.2)%
Ireland	8.2 %	(13.7)%	(3.5)%
France	(2.8)%	15.2 %	6.2 %
Puerto Rico	(2.5)%	— %	— %
Switzerland	2.0 %	— %	— %
Other	0.6 %	12.8 %	2.3 %
Deferred tax impact of tax law changes	(0.1)%	36.7 %	(5.2)%
Valuation allowance	16.1 %	(9.9)%	(4.3)%
Impact of the Combination	(42.2)%	— %	— %
Withholding taxes	(1.6)%	7.1 %	4.1 %
Tax settlements and resolution of certain tax positions	(3.9)%	(27.6)%	0.7 %
Other foreign items	(1.8)%	2.1 %	8.9 %
Effective tax rate	7.1 %	89.1 %	(18.1)%

In all years, our effective tax rate is impacted the jurisdictional location of earnings and the corresponding tax rates in those jurisdictions. Subsequent to the Combination, the Company realizes benefits from lower tax rates in Singapore and Puerto Rico due to manufacturing and other incentives, which are not significant in 2020.

Tax Act

On December 22, 2017, the U.S. government enacted the Tax Act. The Tax Act makes broad and complex changes to the Code including, but not limited to, reducing the U.S. federal corporate income tax rate and requiring a one-time transition tax on certain unrepatriated earnings of non-U.S. corporate subsidiaries of large U.S. shareholders that may electively be paid over eight years.

The Tax Act also puts in place new tax laws that impact our taxable income beginning in 2018, which include, but are not limited to (1) creating a BEAT, which is a new minimum tax, (2) generally eliminating U.S. federal income taxes on dividends from foreign subsidiaries, (3) a new provision designed to tax currently GILTI earned by non-U.S. corporate subsidiaries of large U.S. shareholders and a deduction generally equal to 50 percent of GILTI (37.5 percent for tax years beginning after December 31, 2025) to offset the income tax liability, (4) a provision limiting the amount of deductible interest

expense in the U.S., (5) limitations on the deductibility of certain executive compensation, and (6) limitations on the utilization of foreign tax credits to reduce the U.S. income tax liability.

As of December 31, 2020, no U.S. deferred income taxes or foreign withholding taxes were recorded on earnings in the Company's non-U.S. subsidiaries where there would be no U.S. or foreign tax upon repatriation or where the Company's practice and intention was to reinvest the earnings outside of the U.S.. The transition tax noted above resulted in the previously untaxed foreign earnings of U.S. subsidiaries being included in federal and state taxable income. We analyze on an ongoing basis our global working capital requirements and the potential tax liabilities that would be incurred if the non-U.S. subsidiaries repatriate cash, which include potential local country withholding taxes and U.S. state taxation. The Company has elected to not record deferred taxes associated with the GILTI provision of the Tax Act.

The Company's accounting for the impact of the 2017 Tax Act was completed during the year ended December 31, 2018.

Valuation Allowance

A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized. At December 31, 2020, a valuation allowance has been applied to certain deferred tax assets in the amount of $443.6 million.

When assessing the realizability of deferred tax assets, management considers all available evidence, including historical information, long-term forecasts of future taxable income and possible tax planning strategies. Amounts recorded for valuation allowances can result from a complex series of estimates, assumptions and judgments about future events. Due to the inherent uncertainty involved in making these estimates, assumptions and judgments, actual results could differ materially. Any future increases to the Company's valuation allowances could materially impact the Company's consolidated financial condition and results of operations.

Net Operating Losses

As of December 31, 2020, the Company had the following carryforwards and attributes:

- U.S. federal net operating loss carryforwards of $15.1 million.
- U.S. state income tax loss carryforwards of approximately $2.93 billion, which are largely offset by a valuation allowance.
- Non-U.S. net operating loss carryforwards of approximately $1.01 billion, of which $933.2 million can be carried forward indefinitely, with the remaining $73.2 million expiring in years 2021 through 2040.
- Foreign deductible attributes of $40.8 million that can be carried forward indefinitely, which are offset by a full valuation allowance.
- U.S. and foreign credit carryovers of $294.5 million, expiring in various amounts through 2040.
- Anticipatory foreign tax credits of $314.9 million which will generate from the reversal of future taxable income in certain non-U.S. jurisdictions which are taxed both in their local jurisdictions and in the U.S.

On November 16, 2020, the Company had a change in ownership pursuant to Section 382 of the Code. Under this provision of the Code, the utilization of any NOL or tax credit carryforwards incurred prior to the date of ownership change may be limited. Analyses of the limits for each ownership change indicates the annual limitation would not impair the Company's ability to utilize our U.S. federal credit carryovers. While state loss carryforwards may be limited by Section 382 of the Code, the carryforwards are largely offset by a valuation allowance.

CARES Act

On March 27, 2020, the CARES Act was enacted and signed into law. The CARES Act includes several provisions, including increasing the amount of deductible interest, allowing companies to carryback certain NOLs, and increasing the amount of NOLs that corporations can use to offset income. As of December 31, 2020, CARES Act reduced our 2020 income

tax expense by $22.1 million resulting from additional deductible interest. We will continue to monitor and assess the impact that the CARES Act may have on our business and results of operations.

Tax Examinations

The Company is subject to income taxes and tax audits in many jurisdictions. A certain degree of estimation is thus required in recording the assets and liabilities related to income taxes. Tax audits and examinations can involve complex issues, interpretations, and judgments and the resolution of matters that may span multiple years, particularly if subject to litigation or negotiation.

Although the Company believes that adequate provisions have been made for these uncertain tax positions, the Company's assessment of uncertain tax positions, including those arising from legal entity restructuring transactions in connection with the Combination, is based on estimates and assumptions that the Company believes are reasonable but the estimates for unrecognized tax benefits and potential tax benefits may not be representative of actual outcomes, and variations from such estimates could materially affect the Company's financial condition, results of operations or cash flows in the period of resolution, settlement or when the statutes of limitations expire.

The Company is subject to ongoing IRS examinations. The years 2015 through 2018 are open years under examination. The years 2012, 2013 and 2014 have one matter open, and a Tax Court petition has been filed regarding the matter and a trial was held in December 2018 and is discussed further below.

During the year ended December 31, 2019, Mylan reached an agreement in principle with the IRS to resolve all issues relating to our positions on the February 27, 2015 acquisition by Mylan N.V. of Mylan Inc. and Abbott Laboratories' non-U.S. developed markets specialty and branded generics business. Under the agreement in principle, which was finalized as part of a closing agreement with the IRS on October 11, 2019, Mylan's status as a non-U.S. corporation for U.S. Federal income tax purposes was confirmed, and we have adjusted the interest rates used for intercompany loans as necessary. During the year ended December 31, 2019, the Company recorded a reserve of approximately $155.0 million as part of its liability for uncertain tax positions, with a net impact to the income tax provision of approximately $144.9 million related to this matter.

Several international audits are currently in progress. In some cases, the tax auditors have proposed adjustments to our tax positions including with respect to intercompany transactions, and we are in ongoing discussions with the auditors regarding the validity of their positions. The Company has recorded a reserve for uncertain tax positions of $134.6 million and $89.2 million, including interest and penalties, in connection with its international audits at December 31, 2020 and December 31, 2019, respectively. In certain cases, these audits can also result in non-tax consequences. For example, under French law, certain tax matters are automatically referred for criminal investigation.

The Company's major state taxing jurisdictions remain open from fiscal year 2013 through 2019, with several state audits currently in progress. The Company's major international taxing jurisdictions remain open from 2012 through 2019.

Tax Court Proceeding

The Company's U.S. federal income tax returns for 2012 through 2014 had been subject to proceedings in U.S. Tax Court involving a dispute with the IRS regarding whether certain costs related to ANDAs were eligible to be expensed and deducted immediately or required to be amortized over longer periods. A trial was held in U.S. Tax Court in December 2018. Both parties delivered their final post-trial briefs on June 27, 2019 and are awaiting the court's final decision.

Accounting for Uncertainty in Income Taxes

The impact of an uncertain tax position that is more likely than not of being sustained upon audit by the relevant taxing authority must be recognized at the largest amount that is more likely than not to be sustained. No portion of an uncertain tax position will be recognized if the position has less than a 50% likelihood of being sustained.

As of December 31, 2020 and 2019, the Company's consolidated balance sheets reflect net liabilities for unrecognized tax benefits of $391.1 million and $92.1 million, of which $127.1 million as of December 31, 2020 would affect the Company's effective tax rate if recognized. Related accrued interest and penalties included in the consolidated balance sheets were $86.7 million and $17.2 million as of December 31, 2020 and 2019, respectively. For the year ended December 31, 2020, 2019 and 2018, the Company recognized $6.0 million, $35.2 million, and $18.3 million of tax benefits, respectively, related to interest and penalties on uncertain tax positions. Interest and penalties related to income taxes are included in the tax provision.

A reconciliation of the unrecognized tax benefits is as follows:

(In millions)	Year Ended December 31, 2020	2019	2018
Unrecognized tax benefit — beginning of year	$ 92.1	$ 96.3	$ 185.7
Additions for current year tax positions	13.4	—	—
Additions for prior year tax positions	35.7	154.9	20.0
Reductions for prior year tax positions	(5.2)	(11.7)	(5.8)
Settlements	(8.9)	(112.5)	(32.9)
Reductions due to expirations of statute of limitations	—	(34.9)	(70.7)
Addition due to acquisition	264.0	—	—
Unrecognized tax benefit — end of year	$ 391.1	$ 92.1	$ 96.3

The Company believes that it is reasonably possible that the amount of unrecognized tax benefits will decrease in the next twelve months by approximately $80.0 million, involving international and state audits and settlements. The Company does not anticipate significant increases to the reserve within the next twelve months.

13. Share-Based Incentive Plan

Prior to the Distribution, Viatris adopted and Pfizer, in the capacity as Viatris' sole stockholder at such time approved the *Viatris Inc. 2020 Stock Incentive Plan* (the "Plan") which became effective as of the Distribution. In connection with the Combination, as of November 16, 2020, the Company assumed the *Mylan N.V. Amended and Restated 2003 Long-Term Incentive Plan*, which had previously been approved by Mylan shareholders. The Plan and 2003 LTIP include (i) 72,500,000 shares of Common Stock authorized for grant pursuant to the Plan, which may include dividend payments payable in Common Stock on unvested shares granted under awards, (ii) 6,757,640 shares of Common Stock to be issued pursuant to the exercise of outstanding stock options granted to participants under the 2003 LTIP and assumed by Viatris in connection with the Combination and (iii) 13,535,627 shares of Common Stock subject to outstanding equity-based awards, other than stock options, assumed by Viatris in connection with the Combination, or that otherwise remain available for issuance under the 2003 LTIP.

Under the Plan and 2003 LTIP, shares are reserved for issuance to key employees, consultants, independent contractors and non-employee directors of the Company through a variety of incentive awards, including: stock options, SARs, restricted stock and units, PSUs, other stock-based awards and short-term cash awards. Stock option awards are granted with an exercise price equal to the fair market value of the shares underlying the stock options at the date of the grant, generally become exercisable over periods ranging from three to four years, and generally expire in ten years.

The following table summarizes stock option and SAR (together, "stock awards") activity under the Plan and 2003 LTIP:

	Number of Shares Under Stock Awards	Weighted Average Exercise Price per Share
Outstanding at December 31, 2017	7,198,684	$ 35.17
Granted	905,265	40.38
Exercised	(820,603)	21.75
Forfeited	(468,068)	47.86
Outstanding at December 31, 2018	6,815,278	$ 36.61
Granted	829,322	26.18
Exercised	(580,950)	14.40
Forfeited	(715,941)	39.40
Outstanding at December 31, 2019	6,347,709	$ 36.97
Granted	814,351	17.37
Exercised	(27,615)	21.13
Forfeited	(422,714)	25.74
Outstanding at December 31, 2020	6,711,731	$ 35.36
Vested and expected to vest at December 31, 2020	6,532,172	$ 35.65
Exercisable at December 31, 2020	5,284,858	$ 38.51

As of December 31, 2020, stock awards outstanding, stock awards vested and expected to vest and stock awards exercisable had average remaining contractual terms of 5.0 years, 4.9 years and 4.0 years, respectively. Also, at December 31, 2020, stock awards outstanding, stock awards vested and expected to vest and stock awards exercisable had aggregate intrinsic values of $1.1 million, $1.0 million and $0.0 million, respectively.

A summary of the status of the Company's nonvested restricted stock and restricted stock unit awards, including PSUs (collectively, "restricted stock awards"), as of December 31, 2019 and the changes during the year ended December 31, 2020 are presented below:

	Number of Restricted Stock Awards	Weighted Average Grant-Date Fair Value Per Share
Nonvested at December 31, 2019	4,105,689	$ 34.42
Granted	10,134,565	15.23
Released	(1,819,982)	33.56
Forfeited	(346,482)	38.46
Nonvested at December 31, 2020	12,073,790	$ 18.34

Of the 10,134,565 restricted stock awards granted during the year ended December 31, 2020, 4,724,327 vest ratably in three years or less and are not subject to market or performance conditions. Of the remaining restricted stock awards granted, 3,792,064 are not subject to market conditions and will cliff vest within a three year period, and 1,600,000 are subject to market or performance conditions and will cliff vest in five years or less.

As of December 31, 2020, the Company had $146.7 million of total unrecognized compensation expense, net of estimated forfeitures, related to all of its stock-based awards, which we expect to recognize over the remaining weighted average vesting period of 2.0 years. The total intrinsic value of stock awards exercised and restricted stock units released during the years ended December 31, 2020 and 2019 was $20.9 million and $38.0 million, respectively.

With respect to options granted under the Plan and 2003 LTIP, the fair value of each option grant was estimated at the date of grant using the Black-Scholes option pricing model. Black-Scholes utilizes assumptions related to volatility, the risk-free interest rate, the dividend yield and employee exercise behavior. Expected volatilities utilized in the model are based mainly on the implied volatility of the Company's stock price and other factors. The risk-free interest rate is derived from the U.S. Treasury yield curve in effect at the time of grant. The model incorporates exercise and post-vesting forfeiture assumptions based on an analysis of historical data. The expected lives of the grants are derived from historical and other factors.

The assumptions used for options granted under the Plan and 2003 LTIP are as follows:

	Year Ended December 31,		
	2020	2019	2018
Volatility	46.7%	38.1%	35.8%
Risk-free interest rate	1.0%	2.5%	2.8%
Expected term (years)	6.5	6.5	6.5
Forfeiture rate	5.5%	5.5%	5.5%
Weighted average grant date fair value per option	$8.07	$11.03	$16.51

In February 2014, Mylan's Compensation Committee and the independent members of the Mylan Board of Directors adopted the 2014 Program. Under the 2014 Program, certain key employees received a one-time, performance-based incentive award either in the form of a grant of SARs or PSUs (the "Awards"). The initial Awards were granted in February 2014 and contained a five-year cliff-vesting feature based on the achievement of various performance targets, external market conditions and the employee's continued services. Additional Awards were granted in 2016 and 2017, subject to the same performance condition. The performance condition was not achieved by December 31, 2018 and approximately 2.6 million Awards outstanding under the 2014 Program were canceled during 2019, and approximately 1.1 million shares of restricted stock were canceled and returned to treasury stock during 2019. There was no impact to share-based compensation expense during the year ended December 31, 2020 as all of the cumulative expense of approximately $70.6 million related to the Awards was reversed during the year ended December 31, 2018.

14. Employee Benefit Plans

Defined Benefit Plans

The Company sponsors various defined benefit pension plans in several countries. Benefits provided generally depend on length of service, pay grade and remuneration levels. Employees in the U.S., Puerto Rico and certain international locations are also provided retirement benefits through defined contribution plans.

The Company also sponsors other postretirement benefit plans including plans that provide for postretirement supplemental medical coverage. Benefits from these plans are provided to employees and their spouses and dependents who meet various minimum age and service requirements. In addition, the Company sponsors other plans that provide for life insurance benefits and postretirement medical coverage for certain officers and management employees.

In connection with the Combination, the Company assumed certain post retirement defined benefit pension plans sponsored by Upjohn. The most significant plans include those in Puerto Rico, Ireland and Japan. Upjohn is also the sponsor of one postretirement medical plan in Puerto Rico. As part of the acquisition accounting, the Company has recorded the fair value of these plans using assumptions and accounting policies consistent with those historically utilized by Mylan. Upon completion of the Combination, the excess of projected benefit obligation over the plan assets was recognized as a liability and any existing unrecognized actuarial gains or losses and unrecognized service costs or benefits were eliminated in purchase accounting.

Accounting for Defined Benefit Pension and Other Postretirement Plans

The Company recognizes on its balance sheet an asset or liability equal to the over- or under-funded benefit obligation of each defined benefit pension and other postretirement plan. Actuarial gains or losses and prior service costs or credits that arise during the period are not recognized as components of net periodic benefit cost, but are recognized, net of tax, as a component of other comprehensive (loss) earnings.

Included in accumulated other comprehensive loss as of December 31, 2020 and 2019 are:

(In millions)	Pension Benefits December 31, 2020	Pension Benefits December 31, 2019	Other Postretirement Benefits December 31, 2020	Other Postretirement Benefits December 31, 2019
Unrecognized actuarial loss	$ 33.9	$ 20.6	$ 5.7	$ 4.8
Unrecognized prior service (credit) cost	(1.4)	(1.3)	0.6	0.7
Total	$ 32.5	$ 19.3	$ 6.3	$ 5.5

Of the December 31, 2020 amount, the Company expects to recognize approximately $1.6 million of unrecognized actuarial losses and $0.6 million of unrecognized prior service costs in net periodic benefit credits during 2021. The unrecognized net actuarial losses exceeded 10% of the higher of the market value of plan assets or the projected benefit obligation at the beginning of the year for certain of the plans, therefore, amortization of such excess has been included in net periodic benefit costs for pension and other postretirement benefits in each of the last three years. The amortization period is the average remaining service period that active employees are expected to receive benefits, unless a plan is mostly inactive in which case the amortization period is the average remaining life expectancy of the plan participants. Unrecognized prior service cost is amortized over the future service periods of those employees who are active at the dates of the plan amendments and who are expected to receive benefits. If all or almost all of a plan's participants are inactive, unrecognized prior service cost is amortized over the remaining life expectancy of those participants. The increase in accumulated other comprehensive loss in 2020 relating to pension benefits and other postretirement benefits consists of:

(In millions)	Pension Benefits	Other Postretirement Benefits
Unrecognized actuarial loss	$ 11.1	$ 1.2
Amortization of actuarial gain/(loss)	(1.5)	(0.4)
Unrecognized prior service costs	—	—
Amortization of prior service costs	—	—
Impact of foreign currency translation	2.3	—
Net change	$ 11.9	$ 0.8

Components of net periodic benefit cost, change in projected benefit obligation, change in plan assets, funded status, fair value of plan assets, assumptions used to determine net periodic benefit cost, funding policy and estimated future benefit payments are summarized below for the Company's pension plans and other postretirement plans.

Net Periodic Benefit Cost

Components of net periodic benefit cost for the years ended December 31, 2020, 2019 and 2018 were as follows:

(In millions)	Pension Benefits December 31, 2020	Pension Benefits December 31, 2019	Pension Benefits December 31, 2018	Other Postretirement Benefits December 31, 2020	Other Postretirement Benefits December 31, 2019	Other Postretirement Benefits December 31, 2018
Service cost	$ 23.5	$ 20.7	$ 19.2	$ 1.2	$ 0.6	$ 0.6
Interest cost	13.5	13.6	13.0	1.4	1.5	1.5
Expected return on plan assets	(19.9)	(12.1)	(14.4)	—	—	—
Plan curtailment, settlement and termination	1.1	(0.3)	(0.1)	—	3.2	—
Amortization of prior service costs	—	0.9	0.3	—	—	—
Recognized net actuarial (gains) losses	0.4	(0.8)	(0.1)	0.3	0.2	0.2
Net periodic benefit cost	$ 18.6	$ 22.0	$ 17.9	$ 2.9	$ 5.5	$ 2.3

Change in Projected Benefit Obligation, Change in Plan Assets and Funded Status

The table below presents components of the change in projected benefit obligation, change in plan assets and funded status at December 31, 2020 and 2019.

	Pension Benefits		Other Postretirement Benefits	
(In millions)	2020	2019	2020	2019
Change in Projected Benefit Obligation				
Projected benefit obligation, beginning of year	$ 674.7	$ 635.4	$ 33.8	$ 34.0
Service cost	23.5	20.7	1.1	0.6
Interest cost	13.5	13.6	1.4	1.5
Participant contributions	1.8	1.0	0.1	0.2
Acquisitions	1,389.4	0.8	153.1	—
Plan settlements and terminations	(23.1)	(23.8)	(0.2)	(7.1)
Actuarial losses (gains)	37.2	57.3	1.1	7.1
Benefits paid	(24.6)	(23.9)	(1.6)	(2.5)
Impact of foreign currency translation	53.4	(6.4)	—	—
Projected benefit obligation, end of year	$ 2,145.8	$ 674.7	$ 188.8	$ 33.8
Change in Plan Assets				
Fair value of plan assets, beginning of year	$ 315.7	$ 283.5	$ —	$ —
Actual return on plan assets	46.0	39.2	—	—
Company contributions	58.2	26.4	1.7	9.4
Participant contributions	1.8	1.0	0.1	0.2
Acquisitions	959.3	—	—	—
Plan settlements	(23.1)	(8.9)	(0.2)	(7.1)
Benefits paid	(24.6)	(23.9)	(1.6)	(2.5)
Other	—	(1.9)	—	—
Impact of foreign currency translation	21.3	0.3	—	—
Fair value of plan assets, end of year	1,354.6	315.7	—	—
Funded status of plans	$ (791.2)	$ (359.0)	$ (188.8)	$ (33.8)

Net accrued benefit costs for pension plans and other postretirement benefits are reported in the following components of the Company's consolidated balance sheets at December 31, 2020 and 2019:

	Pension Benefits		Other Postretirement Benefits	
	December 31,		December 31,	
(In millions)	2020	2019	2020	2019
Noncurrent assets	$ 70.7	$ 24.8	$ —	$ —
Current liabilities	(15.1)	(11.9)	(16.3)	(2.0)
Noncurrent liabilities	(846.8)	(371.9)	(172.5)	(31.8)
Net accrued benefit costs	$ (791.2)	$ (359.0)	$ (188.8)	$ (33.8)

The projected benefit obligation is the actuarial present value of benefits attributable to employee service rendered to date, including the effects of estimated future pay increases. The accumulated benefit obligation is the actuarial present value of benefits attributable to employee service rendered to date, but does not include the effects of estimated future pay increases. The accumulated benefit obligation for the Company's pension plans was $2.04 billion and $636.3 million at December 31, 2020 and 2019, respectively.

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for pension plans with an accumulated benefit obligation in excess of the fair value of plan assets at December 31, 2020 and 2019 were as follows:

(In millions)	December 31, 2020	December 31, 2019
Plans with accumulated benefit obligation in excess of plan assets:		
Projected benefit obligation	$ 1,747.2	$ 476.3
Accumulated benefit obligation	1,678.2	454.4
Fair value of plan assets	893.9	94.4

Fair Value of Plan Assets

The Company measures the fair value of plan assets based on the prices that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are based on a three-tier hierarchy described in Note 9 *Financial Instruments and Risk Management*. The table below presents total plan assets by investment category as of December 31, 2020 and 2019 and the classification of each investment category within the fair value hierarchy with respect to the inputs used to measure fair value:

	December 31, 2020			
(In millions)	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 51.2	$ 0.6	$ —	$ 51.8
Equity securities	145.3	468.1	—	613.4
Fixed income securities	292.6	299.4	—	592.0
Assets held by insurance companies and other	4.0	20.0	73.4	97.4
Total	$ 493.1	$ 788.1	$ 73.4	$ 1,354.6

	December 31, 2019			
(In millions)	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 3.4	$ 0.5	$ —	$ 3.9
Equity securities	33.8	55.5	—	89.3
Fixed income securities	138.0	41.9	—	179.9
Assets held by insurance companies and other	1.3	13.8	27.5	42.6
Total	$ 176.5	$ 111.7	$ 27.5	$ 315.7

Risk tolerance on invested pension plan assets is established through careful consideration of plan liabilities, plan funded status and corporate financial condition. Investment risk is measured and monitored on an ongoing basis through annual liability measures, periodic asset/liability studies and investment portfolio reviews. The Company's investment strategy is to maintain, where possible, a diversified investment portfolio across several asset classes that, when combined with the Company's contributions to the plans, will ensure that required benefit obligations are met.

Assumptions

The following weighted average assumptions were used to determine the benefit obligations for the Company's defined benefit pension and other postretirement plans as of December 31, 2020 and 2019:

	Pension Benefits		Other Postretirement Benefits	
	2020	2019	2020	2019
Discount rate	1.9 %	1.6 %	1.9 %	3.3 %
Expected return on plan assets	4.3 %	4.3 %	— %	— %
Rate of compensation increase	2.9 %	2.9 %	— %	— %

The following weighted average assumptions were used to determine the net periodic benefit cost for the Company's defined benefit pension and other postretirement benefit plans for the three years in the period ended December 31, 2020:

	Pension Benefits			Other Postretirement Benefits		
	2020	2019	2018	2020	2019	2018
Discount rate	1.6 %	2.3 %	2.0 %	3.3 %	4.3 %	3.7 %
Expected return on plan assets	4.3 %	4.3 %	4.9 %	— %	— %	— %
Rate of compensation increase	2.7 %	2.9 %	2.9 %	— %	— %	— %

The assumptions for each plan are reviewed on an annual basis. The discount rate reflects the current rate at which the pension and other benefit liabilities could be effectively settled at the measurement date. In setting the discount rates, we utilize comparable corporate bond indices as an indication of interest rate movements and levels. Corporate bond indices were selected based on individual plan census data and duration. The expected return on plan assets was determined using historical market returns and long-term historical relationships between equities and fixed income securities. The Company compares the expected return on plan assets assumption to actual historic returns to ensure reasonableness. Current market factors such as inflation and interest rates are also evaluated.

The weighted-average healthcare cost trend rate used for 2020 was 6.7% declining to a projected 4.5% in the year 2037. For 2021, the assumed weighted-average healthcare cost trend rate used will be 5.7% declining to a projected 4.5% in the year 2037. In selecting rates for current and long-term healthcare cost assumptions, the Company takes into consideration a number of factors including the Company's actual healthcare cost increases, the design of the Company's benefit programs, the demographics of the Company's active and retiree populations and external expectations of future medical cost inflation rates.

Estimated Future Benefit Payments

The Company's funding policy for its funded pension plans is based upon local statutory requirements. The Company's funding policy is subject to certain statutory regulations with respect to annual minimum and maximum company contributions. Plan benefits for the non-qualified plans are paid as they come due.

Estimated benefit payments over the next ten years for the Company's pension plans and retiree health plan are as follows:

(In millions)	**Pension Benefits**	**Other Postretirement Benefits**
2020	$ 104.5	$ 16.4
2021	102.3	16.6
2022	104.9	16.5
2023	108.6	16.6
2024	106.9	16.3
Thereafter	526.2	71.4
Total	$ 1,053.4	$ 153.8

Defined Contribution Plans

The Company sponsors defined contribution plans covering its employees in the U.S. and Puerto Rico, as well as certain employees in a number of countries outside the U.S. The Company's domestic defined contribution plans consist primarily of a 401(k) retirement plan with a profit sharing component for non-union represented employees (the "Profit Sharing 401(k) Plan") and a 401(k) retirement plan for union-represented employees. Profit sharing contributions are made at the discretion of the Board of Directors. The Company's non-domestic plans vary in form depending on local legal requirements. The Company's contributions are based upon employee contributions, service hours, or pre-determined amounts depending upon the plan. Obligations for contributions to defined contribution plans are recognized as expense in the consolidated statements of operations when they are earned.

The Company maintains a 401(k) Restoration Plan (the "Restoration Plan"), which permits employees who earn compensation in excess of the limits imposed by Section 401(a)(17) of the Code to (i) defer a portion of base salary and bonus

compensation, (ii) be credited with a Company matching contribution in respect of deferrals under the Restoration Plan, and (iii) be credited with Company non-elective contributions (to the extent so made by the Company), in each case, to the extent that participants otherwise would be able to defer or be credited with such amounts, as applicable, under the Profit Sharing 401(k) Plan if not for the limits on contributions and deferrals imposed by the Code.

The Company maintains an Income Deferral Plan, which permits certain management or highly compensated employees who are designated by the plan administrator to participate in the Income Deferral Plan to elect to defer up to 50% of base salary and up to 100% of bonus compensation, in each case, in addition to any amounts that may be deferred by such participants under the Profit Sharing 401(k) Plan and the Restoration Plan. In addition, under the Income Deferral Plan, eligible participants may be granted employee deferral awards, which awards will be subject to the terms and conditions (including vesting) as determined by the plan administrator at the time such awards are granted.

Total employer contributions to defined contribution plans were approximately $115.5 million, $95.6 million and $85.2 million for the years ended December 31, 2020, 2019 and 2018, respectively.

Other Benefit Arrangements

The Company participated in a multi-employer pension plan under previous collective bargaining agreements. The PACE Industry Union-Management Pension Fund (the "PACE Plan") provides defined benefits to certain retirees and certain production and maintenance employees at the Company's manufacturing plant in Morgantown, West Virginia who were covered by the previous collective bargaining agreements. Pursuant to a collective bargaining agreement entered into on April 16, 2012, the Company withdrew from the PACE Plan effective May 10, 2012. In 2013, the PACE Plan trustee notified the Company that its withdrawal liability was approximately $27.3 million, which was accrued by the Company in 2013. The withdrawal liability is being paid over a period of approximately nine years; payments began in March 2014. The withdrawal liability was approximately $8.9 million and $12.1 million at December 31, 2020 and 2019, respectively. The Employee Identification Number for the PACE Plan is 11-6166763.

15. Segment Information

Viatris reports segment information on the basis of markets and geography. In conjunction with the formation of Viatris, the Company has changed its reportable segments, from North America, Europe, and Rest of World, to Developed Markets, Greater China, JANZ, and Emerging Markets. Prior year amounts have been recasted to reflect this segment structure. We have also revised our measure of segment profitability. This approach reflects the Company's focus on bringing its broad and diversified portfolio of branded, complex generics and biosimilars, and generic products to people in markets everywhere. Our Developed Markets segment comprises our operations primarily in North America and Europe. Our Greater China segment includes our operations in China, Taiwan and Hong Kong. Our JANZ segment reflects our operations in Japan, Australia and New Zealand. Our Emerging Markets segment encompasses our operations in countries with developing markets and emerging economies including countries in Asia, the Middle East, South and Central America, Africa and Eastern Europe, and also includes the Company's anti-retroviral franchise.

The Company's chief operating decision maker is the Chief Executive Officer, who evaluates the performance of its segments based on total revenues and segment profitability.

Certain costs are not included in the measurement of segment profitability, such as costs, if any, associated with the following:

- Intangible asset amortization expense and impairments of intangible assets;
- R&D expense;
- Net charges or net gains for litigation settlements and other contingencies;

- Certain costs related to transactions and events such as (i) purchase accounting adjustments, where we incur expenses associated with the amortization of fair value adjustments to inventory and property, plant and equipment; (ii) acquisition-related costs, where we incur costs for executing the transaction, integrating the acquired operations and restructuring the combined company; and (iii) other significant items, which are substantive and/or unusual, and in some cases recurring, items (such as restructuring) that are evaluated on an individual basis by management and that either as a result of their nature or size, would not be expected to occur as part of our normal business on a regular basis. Such special items can include, but are not limited to, non-acquisition-related restructuring costs, as well as costs incurred for asset impairments and disposals of assets or businesses, including, as applicable, any associated transition activities.

- Corporate and other unallocated costs associated with platform functions (such as digital, facilities, legal, finance, human resources, insurance, public affairs and procurement), patient advocacy activities and certain compensation and other corporate costs (such as interest income and expense, and gains and losses on investments, as well as overhead expenses associated with our manufacturing, which include manufacturing variances associated with production) and operations that are not directly assessed to an operating segment as business unit (segment) management does not manage these costs.

The company does not report depreciation expense, total assets and capital expenditures by segment, as such information is not used by the chief operating decision maker.

The accounting policies of the segments are the same as those described in Note 2 *Summary of Significant Accounting Policies.*

Presented in the table below is segment information for the periods identified and a reconciliation of segment information to total consolidated information.

	Net Sales			Segment profitability		
	Years Ended December 31,			Years Ended December 31,		
(in millions)	2020	2019	2018	2020	2019	2018
Reportable Segments:						
Developed Markets	$ 8,510.9	$ 8,240.0	$ 8,289.1	$ 4,243.9	$ 4,137.3	$ 4,270.1
Greater China	259.9	214.6	168.1	52.7	89.9	71.9
JANZ	1,195.3	1,192.5	1,132.8	364.6	323.2	363.1
Emerging Markets	1,853.8	1,723.2	1,678.7	610.4	561.9	647.4
Total reportable segments	$ 11,819.9	$ 11,370.3	$ 11,268.7	$ 5,271.6	$ 5,112.3	$ 5,352.5
Reconciling items:						
Intangible asset amortization expense				(1,605.8)	(1,582.7)	(1,606.4)
Intangible asset impairment charges				(82.4)	(180.6)	(224.0)
Globally managed research and development costs				(555.1)	(639.9)	(704.5)
Litigation settlements & other contingencies				(107.8)	21.4	49.5
Transaction related and other special items				(1,739.7)	(682.2)	(515.5)
Corporate and other unallocated				(1,391.6)	(1,332.8)	(1,446.0)
(Loss) earnings from operations				$ (210.8)	$ 715.5	$ 905.6

The following table represents the percentage of consolidated net sales to Viatris' major customers during the years ended December 31, 2020, 2019, and 2018:

	Percentage of Consolidated Net Sales		
	2020	2019	2018
McKesson Corporation	13 %	15 %	12 %
AmerisourceBergen Corporation	10 %	9 %	8 %
Cardinal Health, Inc.	8 %	8 %	8 %

Sales by Country Information

Net sales by country are presented on the basis of geographic location of our subsidiaries:

	Year Ended December 31,		
(In millions)	2020	2019	2018
United States	$ 3,746.1	$ 3,965.9	$ 3,865.2
India	1,155.4	1,171.1	1,164.8
France	1,070.8	1,047.6	1,092.7

No other country's net sales represent more than 10% of consolidated net sales for the years ended December 31, 2020, 2019 and 2018, respectively.

16. Commitments

The Company has entered into employment and other agreements with certain executives and other employees that provide for compensation, retirement and certain other benefits. These agreements provide for severance payments under certain circumstances. Additionally, the Company has split-dollar life insurance agreements with certain retired executives.

In conjunction with the Combination, Viatris entered into a TSA with Pfizer pursuant to which each party will provide certain limited transition services to the other party generally for an initial period of 24 months from closing date. In addition to

the monthly service fees under the TSA, Viatris has agreed to reimburse Pfizer for fifty percent of the costs, up to the first $380 million incurred, to establish and wind down the TSA services. Viatris will be required to fully reimburse Pfizer for total costs in excess of $380 million. Through the year ended December 31, 2020, the Company has incurred $53.1 million related to this provision of the TSA.

In conjunction with the Combination, during the year ended December 31, 2020, the Company has accrued approximately $26.9 million due to change in control clauses in employment arrangements for certain former Mylan employees. It is anticipated that these amounts will be paid during 2021. In addition, the Company entered into retention agreements with certain key employees, whereby they agree to continue to provide service to the Company for a period of time after the Combination. The Company will record the expense for these agreement over the applicable service periods.

In the normal course of business, Viatris periodically enters into employment, legal settlement and other agreements which incorporate indemnification provisions. While the maximum amount to which Viatris may be exposed under such agreements cannot be reasonably estimated, the Company maintains insurance coverage, which management believes will effectively mitigate the Company's obligations under these indemnification provisions. No amounts have been recorded in the consolidated financial statements with respect to the Company's obligations under such agreements.

17. Restructuring

2020 Restructuring Program

During the fourth quarter of 2020, Viatris announced a significant global restructuring program in order to achieve synergies of $1 billion and ensure that the organization is optimally structured and efficiently resourced to deliver sustainable value to patients, shareholders, customers, and other stakeholders. Viatris' restructuring initiative incorporates and expands on the restructuring program announced by Mylan N.V. earlier in 2020 as part of its business transformation efforts. The company expects to optimize its commercial capabilities and enabling functions, and close, downsize or divest up to 15 manufacturing facilities globally that are deemed to be no longer viable either due to surplus capacity, challenging market dynamics or a shift in its product portfolio toward more complex products. As a result, Viatris expects that up to 20% of its global workforce of approximately 45,000 may be impacted upon completion of the restructuring initiative.

For the committed restructuring actions, the Company expects to incur total pre-tax charges ranging between $1.1 billion and $1.4 billion. Such charges are expected to include between $350 million and $450 million of non-cash charges mainly related to accelerated depreciation and asset impairment charges, including inventory write-offs. The remaining estimated cash costs of between $750 million and $950 million are expected to be primarily related to severance and employee benefits expense, as well as other costs, including those related to contract terminations and decommissioning costs.

The following table summarizes the restructuring charges and the reserve activity for the 2020 restructuring program:

(In millions)	Employee Related Costs	Other Exit Costs	Total
Charges [1]	$ 195.6	$ 75.7	$ 271.3
Acquired in the Combination	91.7	0.3	92.0
Cash payment	(25.1)	(0.4)	(25.5)
Utilization	—	(70.8)	(70.8)
Foreign currency translation	0.4	—	0.4
Balance at December 31, 2020	$ 262.6	$ 4.8	$ 267.4

As part of the Combination, the Company acquired reserve balances related to restructuring activities initiated by the Upjohn Business prior to the Combination, primarily related to accrued severance.

2016 Restructuring Program

Mylan previously announced a restructuring program representing a series of actions in certain locations that are anticipated to further streamline its operations globally. We have incurred total restructuring related costs of approximately $733.0 million through December 31, 2020. The 2016 Restructuring Program is substantially complete at December 31, 2020.

In April 2018, the FDA completed an inspection at Mylan's plant in Morgantown, West Virginia and made observations through a Form 483. In the fourth quarter of 2018, Mylan received a warning letter related to the previously disclosed observations at the plant. The issues raised in the warning letter were addressed within the context of the Mylan's comprehensive restructuring and remediation activities. On May 11, 2020 Mylan received the close-out of the warning letter. On December 11, 2020, the Company announced that it expects the Morgantown plant to be closed or divested as part of the 2020 Restructuring Program.

The following table summarizes the restructuring charges and the reserve activity for the 2016 restructuring program from December 31, 2018 to December 31, 2020:

(In millions)	Employee Related Costs	Other Exit Costs	Total
Balance at December 31, 2018:	$ 60.8	$ 11.8	$ 72.6
Charges	16.6	88.0	104.6
Cash payment	(48.9)	(10.5)	(59.4)
Reclassifications	—	(8.1)	(8.1)
Utilization	—	(78.3)	(78.3)
Foreign currency translation	$ (2.1)	$ (0.1)	$ (2.2)
Balance at December 31, 2019:	$ 26.4	$ 2.8	$ 29.2
Charges [1]	9.9	40.6	50.5
Cash payment	(18.1)	(7.6)	(25.7)
Utilization	—	(32.9)	(32.9)
Foreign currency translation	1.8	(0.1)	1.7
Balance at December 31, 2020	$ 20.0	$ 2.8	$ 22.8

[1] For the year ended December 31, 2020, total restructuring charges, for both programs, in Developed Markets, Greater China, JANZ, and Emerging Markets were approximately $292.1 million, $18.4 million, $2.9 million and $8.4 million, respectively. For the year ended December 31, 2019, total restructuring charges in Developed Markets and JANZ were approximately $100.4 million and $4.2 million respectively.

At December 31, 2020 and 2019, accrued liabilities for restructuring and other cost reduction programs were primarily included in other current liabilities in the consolidated balance sheets.

18. Collaboration and Licensing Agreements

We periodically enter into collaboration and licensing agreements with other pharmaceutical companies for the development, manufacture, marketing and/or sale of pharmaceutical products. Our significant collaboration agreements are primarily focused on the development, manufacturing, supply and commercialization of multiple, high-value generic biologic compounds, insulin analog products and respiratory products, among other complex products. Under these agreements, we have future potential milestone payments and co-development expenses payable to third parties as part of our licensing, development and co-development programs. Payments under these agreements generally become due and are payable upon the satisfaction or achievement of certain developmental, regulatory or commercial milestones or as development expenses are incurred on defined projects. Milestone payment obligations are uncertain, including the prediction of timing and the occurrence of events triggering a future obligation and are not reflected as liabilities in the consolidated balance sheets, except for obligations reflected as acquisition related contingent consideration. Refer to Note 9 *Financial Instruments and Risk Management* for further discussion of contingent consideration. Our potential maximum development milestones not accrued for at December 31, 2020 totaled approximately $380 million. We estimate that the amounts that may be paid during the next twelve months to be approximately $40 million. These agreements may also include potential sales-based milestones and call for us to pay a percentage of amounts earned from the sale of the product as a royalty or a profit share. The amounts disclosed do not include sales-based milestones or royalty or profit share obligations on future sales of product as the timing and amount of future sales levels and costs to produce products subject to these obligations is not reasonably estimable. These sales-based milestones or royalty or profit share obligations may be significant depending upon the level of commercial sales for each product.

Revance Collaboration Agreement

On February 28, 2018, the Company and Revance entered into the Revance Collaboration Agreement pursuant to which the Company and Revance is collaborating exclusively, on a world-wide basis (excluding Japan), to develop, manufacture and commercialize a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX®.

On August 22, 2019, the Company and Revance entered into an amendment (the "Amendment") to the Revance Collaboration Agreement, pursuant to which Revance had agreed to extend the period of time for the Company to decide whether to continue the development and commercialization of a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX® beyond the initial development plan to prepare for and conduct the BIAM with

the FDA. In accordance with the Amendment, the Company was required to notify Revance of its decision on or before the later of (i) April 30, 2020 or (ii) thirty calendar days from the date that Revance provides Mylan with certain deliverables. On June 1, 2020, the Company and Revance announced a decision to continue the development program for a biosimilar to the branded biologic product (onabotulinumtoxinA) marketed as BOTOX®. As a result, during the year ended December 31, 2020, the Company recorded $30 million of R&D expense for a milestone payment that was due upon the decision to continue the program.

Momenta

On January 8, 2016, the Company entered into an agreement with Momenta to develop, manufacture and commercialize up to six of Momenta's current biosimilar candidates, including Momenta's biosimilar candidate, ORENCIA® (abatacept) ("ORENCIA®"). Mylan paid an up-front cash payment of $45 million to Momenta. Under the terms of the agreement, the Company and Momenta are jointly responsible for product development and equally share in the costs and profits of the products with Mylan leading the worldwide commercialization efforts. Under the terms of the agreement, Momenta was eligible to receive additional contingent milestone payments for the development of biosimilar candidates.

In January 2019, the parties agreed to the termination of all collaboration activities, except for the continued development of M710, a proposed biosimilar to EYLEA®. The Company remains committed to invest strategically in biosimilar programs through the evaluation of regulatory data and market dynamics. The Company does not anticipate making any additional continuation payments to Momenta.

In accordance with ASC 730*, Research and Development* and based upon the cost sharing provisions of the agreement, the Company accounted for the contingent milestone payments related to the Momenta collaboration as non-refundable advance payments for services to be used in future R&D activities, which were required to be capitalized until the related services have been performed. More specifically, as costs were incurred within the scope of the collaboration, the Company recorded its share of the costs as R&D expense. In addition to the upfront cash payment, during the years ended December 31, 2020, 2019, and 2018, the Company incurred R&D expense related to this collaboration of approximately $18.2 million, $14.1 million, and $13.4 million, respectively. To the extent the contingent milestone payments made by the Company exceeded the liability incurred, a prepaid asset was reflected in the Company's consolidated balance sheets. To the extent the contingent milestone payments made by the Company were less than the expense incurred, the difference between the payment and the expense was recorded as a liability in the Company's consolidated balance sheets. At December 31, 2020, there was no significant recorded prepaid asset or accrued liability in the consolidated balance sheet.

Theravance

On January 30, 2015, the Company entered into a development and commercialization collaboration with Theravance Biopharma, for the development and, subject to FDA approval, commercialization of Revefenacin ("TD-4208"). Under the terms of the agreement, Mylan and Theravance Biopharma are co-developing nebulized TD-4208 for COPD and other respiratory diseases. Theravance Biopharma led the U.S. registrational development program and Mylan was responsible for the reimbursement of Theravance Biopharma's development costs for that program up until the approval of the first NDA. On November 9, 2018, Mylan announced that the FDA approved the NDA for YUPELRI™ (revefenacin) inhalation solution for the maintenance treatment of patients with COPD. YUPELRI, a LAMA, is the first and only once-daily, nebulized bronchodilator approved for the treatment of COPD in the U.S. The commercial launch of YUPELRI occurred in the fourth quarter of 2018. Mylan is responsible for commercial manufacturing and commercialization. Theravance Biopharma is co-promoting the product in the hospital channel under a profit-sharing arrangement.

On June 14, 2019, the Company and Theravance Biopharma entered into an amended development and commercialization agreement. Under terms of the amended agreement, Theravance Biopharma has granted Mylan exclusive development and commercialization rights to nebulized revefenacin in China and adjacent territories, which include Hong Kong SAR, the Macau SAR and Taiwan. Theravance Biopharma received an upfront payment of $18.5 million and will be eligible to receive additional potential development and sales milestones together with tiered royalties on net sales of nebulized revefenacin, if approved. Mylan will be responsible for all aspects of development and commercialization in the partnered regions, including pre- and post-launch activities and product registration and all associated costs. The upfront payment was expensed during the year ended December 31, 2019.

Under the terms of the agreements, Theravance Biopharma is eligible to receive potential development and sales milestone payments totaling approximately $293 million in the aggregate. As of December 31, 2020, Mylan has paid a total of $50.0 million in milestone payments to Theravance Biopharma.

Biocon

The Company has entered into exclusive collaborations with Biocon on the development, manufacturing, supply and commercialization of multiple, high value biosimilar compounds and three insulin analog products for the global marketplace. Under the agreements with Biocon, Mylan has exclusive commercialization rights for the products under the collaborations in the U.S., Canada, Japan, Australia, New Zealand and in the EU and European Free Trade Association countries.

In December 2017, the FDA approved Mylan's Ogivri™ (trastuzumab-dkst), a biosimilar to Herceptin® (trastuzumab). Ogivri has been approved for all indications included in the label of the reference product, Herceptin, including for the treatment of HER2-overexpressing breast cancer and metastatic stomach cancer (gastric or gastroesophageal junction adenocarcinoma). Ogivri was the first FDA-approved biosimilar to Herceptin and was the first biosimilar from Mylan and Biocon's joint portfolio approved in the U.S. In December 2018, the Company received final approval from the Commission to market Ogivri in all 28 EU member states and the European Economic Area. On December 2, 2019, Mylan and Biocon announced the U.S. launch of Ogivri™ (trastuzumab-dkst), a biosimilar to Herceptin® (trastuzumab).

On June 4, 2018, Mylan and Biocon announced that the FDA approved Mylan's Fulphila™ (pegfilgrastim-jmdb), a biosimilar to Neulasta® (pegfilgrastim). Fulphila has been approved to reduce the duration of febrile neutropenia (fever or other signs of infection with a low count of neutrophils, a type of white blood cells) in patients treated with chemotherapy in certain types of cancer. The commercial launch of Fulphila occurred in 2018.

On August 31, 2020, Mylan and Biocon announced the U.S. launch of Semglee™ (insulin glargine injection) in vial and pre-filled pen presentations, approved to help control high blood sugar in adult and pediatric patients with type 1 diabetes and adults with type 2 diabetes.

In addition to profit sharing payments to Biocon for the commercialized products, the Company continues to provide development funding related to this collaboration. As the timing of cash expenditures is dependent upon a number of factors, many of which are out of the Company’s control, it is difficult to forecast the amount of payments to be made over the next few years, which could be significant.

FKB

On February 22, 2018, the Company entered into a collaboration license and distribution agreement with FKB for the distribution of Hulio™, a biosimilar to AbbVie's Humira® (adalimumab). Under the agreement, Mylan has exclusive commercialization rights for the product in the EU and the European Economic Area countries and FKB is responsible for development, manufacturing and supply of the product.

On September 20, 2018, the Company received final approval from the Commission to market Hulio for all adalimumab indications in all 28 EU member states and the European Economic Area. Under the agreement, FKB received an upfront payment of $25.0 million, an approval milestone of $10.0 million and is eligible for a royalty based upon net sales.

On February 27, 2019, the Company amended its agreements with FKB for the commercialization of Hulio™. Under the amended agreements, Mylan received the exclusive global commercialization rights for Hulio™ and FKB received an additional upfront payment of $33.0 million, of which $23.3 million was recorded as a component of R&D expense during the year ended December 31, 2019. In addition, FKB is eligible to receive additional commercial milestones and royalty payments under the amended agreements.

On July 9, 2020, the Company announced that the FDA approved Hulio® (adalimumab-fkjp), a biosimilar to AbbVie's Humira® (adalimumab), for the treatment of rheumatoid arthritis, juvenile idiopathic arthritis (4 years and older), psoriatic arthritis, ankylosing spondylitis, adult Crohn's disease, ulcerative colitis and plaque psoriasis, in both prefilled syringe and auto-injector presentations. In accordance with its patent license agreement with AbbVie, the Company will be able to launch Hulio in the U.S. in July 2023.

Other Development Agreements

On December 20, 2019, the Company entered into a Master Development Agreement with a privately owned research company to grant the Company rights with respect to acquiring certain pharmaceutical products. The Company expects to provide funding for select programs through upfront payments and development milestones and the Company will have the right and obligation to acquire the products at fair market value upon regulatory approval or other regulatory trigger dates.

The Company made an initial upfront payment of $10.0 million which has been accounted for as a R&D expense during the year ended December 31, 2019. Additionally, under the terms of the agreement, the Company acquired $25.0 million worth of equity shares in the privately owned research company during the year ended December 31, 2020. The investment is accounted for in accordance with ASC 321, *Investments - Equity Securities*.

We are actively pursuing, and are currently involved in, joint projects related to the development, distribution and marketing of both generic and branded products. Many of these arrangements provide for payments by us upon the attainment of specified milestones. While these arrangements help to reduce the financial risk for unsuccessful projects, fulfillment of specified milestones or the occurrence of other obligations may result in fluctuations in cash flows and R&D expense.

19. Litigation

The Company is involved in various disputes, governmental and/or regulatory inquiries, investigations and proceedings, tax proceedings and litigation matters, both in the U.S. and abroad, that arise from time to time, some of which could result in losses, including damages, fines and/or civil penalties, and/or criminal charges against the Company. These matters are often complex and have outcomes that are difficult to predict.

In addition, in connection with the Combination, the Company has generally assumed liability for, and control of, pending and threatened legal matters relating to the Upjohn Business – including certain matters initiated against Pfizer described below – and has agreed to indemnify Pfizer for liabilities arising out of such assumed legal matters. Pfizer, however, has agreed to retain various matters – including certain specified competition law matters – to the extent they arise from conduct during the pre-Distribution period and has agreed to indemnify the Company for liabilities arising out of such matters.

While the Company believes that it has meritorious defenses with respect to the claims asserted against it and the assumed legal matters referenced above, and intends to vigorously defend its position, the process of resolving these matters is inherently uncertain and may develop over a long period of time, and so it is not possible to predict the ultimate resolution of any such matter. It is possible that an unfavorable resolution of any of the ongoing matters could have a material effect on the Company's business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

Some of these governmental inquiries, investigations, proceedings and litigation matters with which the Company is involved are described below, and unless otherwise disclosed, the Company is unable to predict the outcome of the matter or to provide an estimate of the range of reasonably possible material losses. The Company records accruals for loss contingencies to the extent we conclude it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Company is also involved in other pending proceedings for which, in the opinion of the Company based upon facts and circumstances known at the time, either the likelihood of loss is remote or any reasonably possible loss associated with the resolution of such proceedings is not expected to be material to the Company's business, financial position, results of operations, cash flows, ability to pay dividends and/or stock price. If and when any reasonably possible losses associated with the resolution of such other pending proceedings, in the opinion of the Company, become material, the Company will disclose such matters.

Legal costs are recorded as incurred and are classified in SG&A in the Company's consolidated statements of operations.

EpiPen® Auto-Injector Litigation

The Company has been named as a defendant in putative indirect purchaser class actions relating to the pricing and/or marketing of the EpiPen® Auto-Injector. The plaintiffs in these cases assert violations of various federal and state antitrust and consumer protection laws, RICO as well as common law claims. Plaintiffs' claims include purported challenges to the prices charged for the EpiPen® Auto-Injector and/or the marketing of the product in packages containing two auto-injectors, as well as allegedly anti-competitive conduct. A former Mylan N.V. officer and other non-Viatris affiliated companies are also defendants in some of the class actions. Plaintiffs' seek monetary damages, attorneys' fees and costs. These lawsuits were filed in the various federal and state courts and have either been dismissed or transferred into a MDL in the U.S. District Court for the District of Kansas and have been consolidated. The District Court certified an antitrust class that applies to 17 states and a RICO class. Defendants' motion for summary judgment as to the remaining claims asserted by plaintiffs is pending.

On February 14, 2020, the Company, together with other non-Viatris affiliated companies, were named as defendants in a putative direct purchaser class action filed in the U.S. District Court for the District of Kansas relating to the pricing and/or marketing of the EpiPen® Auto-Injector. The plaintiff in this case asserts federal antitrust claims which are based on allegations that are similar to those in the putative indirect purchaser class actions discussed above. On November 3, 2020, the plaintiff filed a second amended complaint that is substantially similar to the allegations in the amended complaint. Plaintiffs' seek monetary damages, declaratory relief, attorneys' fees and costs.

Beginning in March 2020, the Company, together with other non-Viatris affiliated companies, were named as defendants in putative direct purchaser class actions filed in the U.S. District Court for the District of Minnesota relating to contracts with certain pharmacy benefit managers concerning EpiPen® Auto-Injector. The plaintiffs claim that the alleged conduct resulted in the exclusion or restriction of competing products and the elimination of pricing constraints in violation of RICO and federal antitrust law. These actions have been consolidated. Plaintiffs' seek monetary damages, attorneys' fees and costs.

On April 24, 2017, Sanofi-Aventis U.S., LLC ("Sanofi") filed a lawsuit against the Company in the U.S. District Court for the District of New Jersey. This lawsuit has been transferred into the aforementioned MDL and alleges exclusive dealing and anti-competitive marketing practices in violation of the antitrust laws in connection with the sale and marketing of the EpiPen® Auto-Injector. Sanofi seeks monetary damages, declaratory relief, attorneys' fees and costs. The Court granted the Company's motion for summary judgment and dismissed Sanofi's claims. Sanofi's appeal is pending.

The Company has a total accrual of approximately $10.0 million related to this matter at December 31, 2020 which is included in other current liabilities in the condensed consolidated balance sheets. Although it is reasonably possible that the Company may incur additional losses from these matters, any amount cannot be reasonably estimated at this time. In addition, the Company expects to incur additional legal and other professional service expenses associated with such matters in future periods and will recognize these expenses as services are received. The Company believes that the ultimate amount paid for these services and claims could have a material effect on the Company's business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price in future periods.

Drug Pricing Matters

Department of Justice

On December 3, 2015, the Company received a subpoena from the Antitrust Division of the DOJ seeking information relating to the marketing, pricing, and sale of certain of our generic products and any communications with competitors about such products. On September 8, 2016, the Company, as well as certain employees and a member of senior management, received subpoenas from the DOJ seeking similar information. Related search warrants also were executed.

On May 10, 2018, the Company received a civil investigative demand from the Civil Division of the DOJ seeking information relating to the pricing and sale of its generic drug products.

We are fully cooperating with these investigations, which we believe are related to a broader industry-wide investigation of the generic pharmaceutical industry.

Civil Litigation

Beginning in 2016, the Company, along with other manufacturers, has been named as a defendant in lawsuits generally alleging anticompetitive conduct with respect to generic drugs. The lawsuits have been filed by plaintiffs, including putative classes of direct purchasers, indirect purchasers, and indirect resellers, as well as individual direct and indirect purchasers and certain cities and counties. They allege harm under federal and state laws, including federal and state antitrust laws, state consumer protection laws and unjust enrichment claims. Some of the lawsuits also name as defendants the Company's President, including allegations against him with respect to a single drug product, and one of the Company's sales employees, including allegations against him with respect to certain generic drugs. The lawsuits have been consolidated in an MDL proceeding in the Eastern District of Pennsylvania ("EDPA"). Plaintiffs generally seek monetary damages, restitution, declaratory and injunctive relief, attorneys' fees and costs.

Attorneys General Litigation

On December 21, 2015, the Company received a subpoena and interrogatories from the Connecticut Office of the Attorney General seeking information relating to the marketing, pricing and sale of certain of the Company's generic products and communications with competitors about such products. On December 14, 2016, attorneys general of certain states originally filed a complaint in the United States District Court for the District of Connecticut against several generic pharmaceutical drug manufacturers, including the Company, alleging anticompetitive conduct with respect to, among other things, a single drug product. The complaint has subsequently been amended, including on June 18, 2018, to add attorneys general alleging violations of federal and state antitrust laws, as well as violations of various states' consumer protection laws. This lawsuit has been transferred to the aforementioned MDL proceeding in the EDPA. The operative complaint includes attorneys general of forty-seven states, the District of Columbia and the Commonwealth of Puerto Rico. The Company is alleged to have engaged in anticompetitive conduct with respect to four generic drug products. The amended complaint also includes claims asserted by attorneys general of thirty-seven states and the Commonwealth of Puerto Rico against certain individuals, including the Company's President, with respect to a single drug product. The amended complaint seeks declaratory and injunctive relief, disgorgement, attorneys' fees and costs, and certain states seek monetary damages, civil penalties, and restitution.

On May 10, 2019, certain attorneys general filed a new complaint in the United States District Court for the District of Connecticut against various drug manufacturers and individuals, including the Company and one of its sales employees, alleging anticompetitive conduct with respect to additional generic drugs. On November 1, 2019, the complaint was amended, adding additional states as plaintiffs. The operative complaint is brought by attorneys general of forty-eight states, certain territories and the District of Columbia. The amended complaint also includes claims asserted by attorneys general of forty-three states and certain territories against several individuals, including a Company sales employee. The amended complaint seeks declaratory and injunctive relief, disgorgement, attorneys' fees and costs, and certain states seek monetary damages, civil penalties, and restitution. This lawsuit has been transferred to the aforementioned MDL proceeding in the EDPA.

On June 10, 2020, attorneys general of forty-six states, certain territories and the District of Columbia filed a new complaint in the United States District Court for the District of Connecticut against drug manufacturers, including the Company, and individual defendants (none from the Company), alleging anticompetitive conduct with respect to additional generic drugs. The complaint seeks declaratory and injunctive relief, disgorgement, attorneys' fees and costs, and certain states seek monetary damages, civil penalties, and restitution. This lawsuit has been transferred to the aforementioned MDL proceeding in the EDPA.

Securities Related Litigation

Purported class action complaints were filed in October 2016 against Mylan N.V. and Mylan Inc. (collectively "Mylan"), certain of Mylan's former directors and officers, and certain of the Company's current directors and officers (collectively, for purposes of this paragraph, the "defendants") in the SDNY on behalf of certain purchasers of securities of Mylan on the NASDAQ. The complaints alleged that defendants made false or misleading statements and omissions of purportedly material fact, in violation of federal securities laws, in connection with disclosures relating to the classification of their EpiPen® Auto-Injector as a non-innovator drug for purposes of the Medicaid Drug Rebate Program. On March 20, 2017, a consolidated amended complaint was filed alleging substantially similar claims, but adding allegations that defendants made false or misleading statements and omissions of purportedly material fact in connection with allegedly anticompetitive conduct with respect to EpiPen Auto-Injector® and certain generic drugs.

The operative complaint is the third amended consolidated complaint, which was filed on June 17, 2019, and contains the allegations as described above against Mylan, certain of Mylan's former directors and officers, and certain of the Company's current directors, officers, and employees (collectively, for purposes of this paragraph, the "defendants". A class has been certified covering all persons or entities that purchased Mylan common stock between February 21, 2012 and May 24, 2019 excluding defendants, certain of the Company's current directors and officers, former directors and officers of Mylan, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which defendants have or had a controlling interest. Plaintiffs seek damages and costs and expenses, including attorneys' fees and expert costs.

On April 30, 2017, a similar lawsuit was filed in the Tel Aviv District Court (Economic Division) in Israel, which has been stayed pending a decision in the SDNY class action litigation.

On February 26, 2019, MYL Litigation Recovery I LLC ("MYL Plaintiff") (an assignee of entities that purportedly purchased stock of Mylan N.V.) filed an additional complaint in the SDNY against Mylan, certain of Mylan's former officers and directors, and an officer of the Company asserting allegations pertaining to EpiPen® Auto-Injector under the federal securities laws that overlap in part with those asserted in the third amended complaint identified above. MYL Plaintiff's complaint seeks monetary damages as well as the plaintiff's costs. On May 6, 2020, MYL Plaintiff filed an amended complaint including additional allegations in connection with purportedly anticompetitive conduct with respect to EpiPen® Auto-Injector.

MYL Plaintiff subsequently filed a summons on October 30, 2020, naming Mylan, certain of Mylan's former officers and directors, and certain of the Company's current officers, directors, and employees in New York State Court, County of New York, claiming investment losses suffered as a result of purportedly false and misleading statements in connection with allegedly anticompetitive conduct concerning generic pharmaceuticals. Plaintiff is seeking monetary and punitive damages, attorneys' fees and costs.

On February 14, 2020, the Abu Dhabi Investment Authority filed a complaint against Mylan in the SDNY asserting allegations pertaining to EpiPen® Auto-Injector and certain generic drugs under the federal securities laws that overlap with those asserted in the third amended complaint identified above. The Abu Dhabi Investment Authority's complaint seeks monetary damages as well as the plaintiff's fees and costs.

On June 26, 2020, a putative class action complaint was filed by the Public Employees Retirement System of Mississippi, which was subsequently amended on November 13, 2020, against Mylan N.V., certain of Mylan N.V.'s former directors and officers, and an officer and director of the Company (collectively for the purposes of this paragraph, the "defendants") in the U.S. District Court for the Western District of Pennsylvania on behalf of certain purchasers of securities of Mylan N.V. The amended complaint alleges that defendants made false or misleading statements and omissions of purportedly material fact, in violation of federal securities laws, in connection with disclosures relating to the Morgantown manufacturing plant and inspections at the plant by the FDA. Plaintiff seeks certification of a class of purchasers of Mylan N.V. securities between February 16, 2016 and May 7, 2019. The complaint seeks monetary damages, as well as the plaintiff's fees and costs.

On February 15, 2021, a complaint was filed by Skandia Mutual Life Ins. Co., Lansforsakringar AB, KBC Asset Management N.V., and GIC Private Limited, against the Company, certain of Mylan N.V.'s former directors and officers, a current director and officer of the Company, and current employees of the Company. The Complaint asserts claims which are based on allegations that are similar to those in the SDNY and the Western District of Pennsylvania complaints identified above. Plaintiffs seek compensatory damages, costs and expenses and attorneys' fees.

Opioids

The Company, along with other manufacturers, distributors, pharmacies, pharmacy benefit managers, and individual healthcare providers is a defendant in more than 1,000 cases in the United States and Canada filed by various plaintiffs, including counties, cities and other local governmental entities, asserting civil claims related to sales, marketing and/or distribution practices with respect to prescription opioid products. In addition, lawsuits have been filed as putative class actions including on behalf of children with Neonatal Abstinence Syndrome due to alleged exposure to opioids.

The lawsuits generally seek equitable relief and monetary damages (including punitive and/or exemplary damages) based on a variety of legal theories, including various statutory and/or common law claims, such as negligence, public nuisance and unjust enrichment. The vast majority of these lawsuits have been consolidated in an MDL in the U.S. District Court for the Northern District Court of Ohio.

In November 2019, the Company received a subpoena from the New York Department of Financial Services as part of an industry-wide inquiry into the effect of opioid prescriptions on New York health insurance premiums. The Company is fully cooperating with this subpoena request.

European Commission Proceedings

Perindopril

On July 9, 2014, the Commission issued a decision finding that the Company as well as several other companies, had violated EU competition rules relating to the product Perindopril and fined the Company approximately €17.2 million. The Company paid approximately $21.7 million related to this matter during the fourth quarter of 2014. The decision was affirmed

on appeal by the General Court of the EU and is now on appeal to the CJEU. The Company has received a notice from an organization representing health insurers in the Netherlands stating an intention to commence follow-on litigation and asserting monetary damages.

Citalopram

On June 19, 2013, the Commission issued a decision finding that the Company as well as several other companies, had violated EU competition rules relating to the product Citalopram and fined the Company approximately €7.8 million, jointly and severally with Merck KGaA. The decision was affirmed on appeal by the General Court of the EU and is now on appeal to the CJEU. The U.K. applied and was granted permission to intervene in this proceeding. The Company has received notices from European NHS and health insurers stating an intention to commence follow-on litigation and asserting monetary damages. The NHS England and Wales has instituted litigation against all parties to the Commission's decision, including the Company. This litigation has been stayed pending the CJEU's decision.

The Company has also sought indemnification from Merck KGaA with respect to the €7.8 million portion of the fine for which Merck KGaA and the Company were held jointly and severally liable. Merck KGaA has counterclaimed against the Company seeking the same indemnification. In June 2018, the Frankfurt Regional Court issued a judgment ordering the Company to indemnify Merck KGaA with respect to the amount for which the parties were held jointly and severally liable. The Company has appealed this decision. The proceedings have been stayed pending the CJEU appeal decision.

The Company has accrued approximately €7.4 million as of December 31, 2020 related to this matter. It is reasonably possible that we will incur additional losses above the amount accrued but we cannot estimate a range of such reasonably possible losses at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

U.K. Competition and Markets Authority

Paroxetine

On August 12, 2011, the Company received notice that the Office of Fair Trading (now the "CMA") opened an investigation regarding possible infringement of the Competition Act 1998 and Articles 101 and 102 of the Treaty on the Functioning of the EU, with respect to alleged agreements related to Paroxetine. The CMA issued a decision on February 12, 2016, finding that the Company, Merck KGaA, and other companies were liable for infringing EU and U.K. competition rules. With respect to Merck KGaA and the Company, the CMA issued a penalty of approximately £5.8 million, for which Merck KGaA is liable for the entire amount; and of that amount the Company is jointly and severally liable for approximately $2.7 million. The matter is currently on appeal to the CAT. In connection with the appeal, the CJEU ruled on certain questions of law referred to it by the CAT.

The Company has also received a notice from the NHS England and Wales stating an intention to commence follow-on litigation and asserting monetary damages.

The Company has accrued approximately £2.7 million and £10.1 million as of December 31, 2019 and December 31, 2020, respectively, related to this matter. It is reasonably possible that we will incur additional losses above the amount accrued but we cannot estimate a range of such reasonably possible losses at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

Product Liability

Like other pharmaceutical companies, the Company is involved in a number of product liability lawsuits related to alleged personal injuries arising out of certain products manufactured/or distributed by the Company, including but not limited to those discussed below. Plaintiffs in these cases generally seek damages and other relief on various grounds for alleged personal injury and economic loss.

The Company has accrued approximately $90.5 million as of December 31, 2020 for its product liability matters. It is reasonably possible that we will incur additional losses and fees above the amount accrued but we cannot estimate a range of such reasonably possible losses or legal fees related to these claims at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

Nitrosamines

The Company, along with numerous other manufacturers, retailers, and others, are parties to litigation relating to alleged trace amounts of nitrosamine impurities in certain products, including valsartan and ranitidine. The vast majority of these lawsuits in the United States are pending in two MDLs, namely an MDL pending in the United States District Court for the District of New Jersey concerning valsartan and an MDL pending in the United States District Court for the Southern District of Florida concerning raniditine. The lawsuits against the Company in the MDLs include putative class actions seeking the refund of the purchase price and other economic and punitive damages allegedly sustained by consumers and end payors as well as individuals seeking compensatory and punitive damages for personal injuries allegedly caused by ingestion of the medications. Similar lawsuits pertaining to valsartan have been filed in Canada and other countries. The Company has also received claims and inquiries related to these products, as well as requests to indemnify purchasers of the Company's API and/or finished dose forms of these products. The original master complaints concerning ranitidine were dismissed on December 31, 2020. The Company has not been named as a defendant in the amended master complaints, though it is still named in certain short form personal injury complaints. The end-payor plaintiffs in the ranitidine matter have filed an appeal to the U.S. Court of Appeals for the Eleventh Circuit.

Lipitor

A number of individual and multi-plaintiff lawsuits have been filed against Pfizer in various federal and state courts alleging that the plaintiffs developed type 2 diabetes purportedly as a result of the ingestion of Lipitor. Plaintiffs seek compensatory and punitive damages. In February 2014, the federal actions were transferred for consolidated pre-trial proceedings to an MDL in the U.S. District Court for the District of South Carolina. Since 2016, certain cases in the MDL were remanded to certain state courts. In 2017, the District Court granted Pfizer's motion for summary judgment, dismissing all of the cases pending in the MDL. In June 2018, this dismissal was affirmed by the U.S. Court of Appeals for the Fourth Circuit. The state court proceedings remain pending in various jurisdictions, including in California, Missouri, and New York. On January 27, 2021, the California Court granted Pfizer's motion to exclude the opinions of plaintiffs' only general causation expert in connection with his opinions involving the three lowest doses of Lipitor (10, 20 and 40 mg).

Viagra

Since April 2016, an MDL has been pending in the U.S. District Court for the Northern District of California, in which plaintiffs allege that they developed melanoma and/or the exacerbation of melanoma purportedly as a result of the ingestion of Viagra. Additional cases filed against Eli Lilly and Company ("Lilly") with respect to Cialis have also been consolidated in the MDL. Plaintiffs seek compensatory and punitive damages. In January 2020, the District Court granted Pfizer's and Lilly's motion to exclude all of plaintiffs' general causation opinions. As a result, in April 2020, the District Court entered summary judgment in favor of defendants and dismissed all of plaintiffs' claims. In April 2020, plaintiffs filed a notice of appeal in the U.S. Court of Appeals for the Ninth Circuit. The parties have reached a settlement in principle.

Dilantin

Since 2018, a number of individual and multi-plaintiff lawsuits have been filed against Pfizer and related entities in various federal and state courts, alleging that the plaintiffs developed cerebellar atrophy as a result of the ingestion of Dilantin. Plaintiffs seek compensatory and punitive damages. The cases are in various stages, from the initial pleading stage to discovery, and some at the bellwether case selection phase.

Intellectual Property

The Company is involved in a number of patent litigation lawsuits involving the validity and/or infringement of patents held by branded pharmaceutical manufacturers including but not limited to the matters described below. The Company uses its business judgment to decide to market and sell certain products, in each case based on its belief that the applicable patents are invalid and/or that its products do not infringe, notwithstanding the fact that allegations of patent infringement(s) or other potential third party rights have not been finally resolved by the courts. The risk involved in doing so can be substantial because the remedies available to the owner of a patent for infringement may include, a reasonable royalty on sales or damages measured by the profits lost by the patent owner. If there is a finding of willful infringement, damages may be increased up to three times. Moreover, because of the discount pricing typically involved with bioequivalent products, patented branded products generally realize a substantially higher profit margin than generic and biosimilar products. The Company also faces challenges to its patents, including suits in various jurisdictions pursuant to which generic drug manufacturers, payers, governments, or other parties are seeking damages for allegedly causing delay of generic entry. An adverse decision in any of these matters could have an adverse effect that is material to our business, financial condition, results of operations, cash flows, ability to pay dividends and/or stock price.

The Company has accrued approximately $204.3 million as of December 31, 2020 for its intellectual property matters. It is reasonably possible that we will incur additional losses and fees above the amount accrued but we cannot estimate a range of such reasonably possible losses or legal fees related to these claims at this time. There are no assurances, however, that settlements reached and/or adverse judgments received, if any, will not exceed amounts accrued.

Insulin Glargine

On October 24, 2017, Sanofi and affiliated entities (collectively for the purposes of this section, "Sanofi"), sued Mylan GmbH and other Mylan entities in the U.S. District Court for the District of New Jersey asserting that Mylan GmbH's new drug application for insulin glargine injection 100 Units/mL vials and prefilled injection pens (SEMGLEE® vial and pens) infringed 18 U.S. patents. 2 of the 18 patents covered the insulin glargine formulation. Both of these patents have been held invalid and all appeals have concluded. These two patents were the only patents asserted against the SEMGLEE® vial product.

The 16 other asserted patents relate to a pen injection device ("device patents") and were asserted only against the SEMGLEE® pen injection device. Prior to trial, Sanofi dismissed 12 of those device patents from the case and granted the Company a covenant not to sue with respect to them. On June 17, 2019, following the District Court's claim construction order, the District Court entered judgment of non-infringement with respect to the asserted claims of three of the four remaining device patents (U.S. Patent Numbers 8,603,044, 8,679,069, 8,992,486).

Only one device patent remained for trial (U.S. Patent Number 9,526,844). On March 9, 2020, the District Court issued an opinion after trial finding all asserted claims of the '844 patent not infringed and invalid for lack of written description. Sanofi's appeal is pending.

On September 10, 2018, Mylan Pharmaceuticals Inc. ("MPI") filed IPR petitions challenging five device patents (the '844, '044, '069, '486, and '008 patents). On April 2, 2020 and May 29, 2020, the PTAB issued final written decisions in the IPR proceedings finding all challenged claims unpatentable except for two claims of the '008 patent for which Sanofi granted the Company a covenant not to sue as described above. Sanofi's appeal of all IPR decisions is pending.

On June 11, 2020, the FDA approved the SEMGLEE® vial and pen products, which MPI began selling on August 31, 2020.

Dimethyl Fumarate

On June 30, 2017, Biogen MA Inc. and Biogen International GmbH (collectively, "Biogen") sued MPI in the U.S. District Court for the Northern District of West Virginia asserting that MPI's abbreviated new drug application for dimethyl fumarate delayed-release capsules containing 120 mg and 240 mg of dimethyl fumarate (generic for Tecfidera®) infringed six U.S. patents that Biogen had listed in the Orange Book: 6,509,376, 7,320,999, 7,619,001, 7,803,840, 8,759,393, and 8,399,514. All patents except for the '514 expired during the litigation and were dismissed from the case.

After a trial involving only the '514 patent on June 18, 2020, the District Court issued a judgment finding all claims of the '514 patent invalid for lack of adequate written description. Biogen's appeal is pending.

On July 13, 2018, MPI filed an IPR petition challenging the ’514 patent based only on obviousness. On February 5, 2020, the PTAB issued a final written decision finding the claims not obvious. MPI’s appeal is pending.

On August 17, 2020, the FDA approved MPI’s dimethyl fumarate delayed-release capsules, which MPI began selling on August 18, 2020.

Lyrica - United Kingdom

Beginning in 2014, Pfizer was involved in patent litigation in the English courts concerning the validity of its Lyrica pain use patent. In 2015, the High Court of Justice in London ordered that the NHS England issue guidance for prescribers and pharmacists directing the prescription and dispensing of Lyrica by brand when pregabalin was prescribed for the treatment of neuropathic pain and entered a preliminary injunction against certain Sandoz group companies preventing the sale of Sandoz’s full label pregabalin product. Pfizer undertook to compensate certain generic companies and NHS entities for losses caused by these orders, which remained in effect until patent expiration in July 2017. In November 2018, the U.K. Supreme Court ruled that all the relevant claims directed to neuropathic pain were invalid.

Dr. Reddy’s Laboratories filed a claim for monetary damages, interest, and costs in May 2020, followed by the Scottish Ministers and fourteen Scottish Health Boards (together, NHS Scotland) in July 2020. In September 2020, Teva, Sandoz, Ranbaxy, Actavis, and the Secretary of State for Health and Social Care, together with 32 other NHS entities (together, NHS England, Wales, and Northern Ireland) filed their claims.

Lyrica - Canada

In June 2014, Pharmascience Inc. (“PMS”) commenced an action against Pfizer Canada Inc., Warner-Lambert Company and Warner-Lambert Company LLC (the Pfizer Canada Defendants) seeking damages in connection with an earlier unsuccessful patent litigation brought by the Pfizer Canada Defendants involving pregabalin. PMS claims lost profit damages from November 30, 2010, the date it received tentative regulatory approval for its pregabalin product, to February 13, 2013, the date Pfizer’s patent case against PMS was dismissed. A trial is scheduled for April 2021.

Other Litigation

The Company is involved in various other legal proceedings including commercial, contractual, employment, or other similar matters that are considered normal to its business. The Company has approximately $14.8 million accrued related to these various other legal proceedings at December 31, 2020.

Viatris Inc.
Supplementary Financial Information

Quarterly Financial Data
(Unaudited, in millions, except per share data)

Year Ended December 31, 2020

In accordance with *ASC 805, Business Combinations*, Mylan is considered the accounting acquirer of the Upjohn Business and all historical financial information of the Company prior to November 16, 2020 represents Mylan's historical results and the Company's thereafter.

	Three-Month Period Ended			
	March 31, 2020	June 30, 2020	September 30, 2020	December 31, 2020
Total revenues	$ 2,619.2	$ 2,731.2	$ 2,972.1	$ 3,623.5
Gross profit	906.1	1,025.7	1,158.5	706.4
Net earnings (loss)	20.8	39.4	185.7	(915.8)
Earnings per share [1]:				
Basic	$ 0.04	$ 0.08	$ 0.36	$ (1.07)
Diluted	$ 0.04	$ 0.08	$ 0.36	$ (1.07)
Share prices [2]:				
High	$ 22.85	$ 18.78	$ 17.00	$ 18.74
Low	$ 13.26	$ 13.74	$ 14.21	$ 14.30

Year Ended December 31, 2019

	Three-Month Period Ended			
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019
Total revenues	$ 2,495.5	$ 2,851.5	$ 2,961.7	$ 3,191.8
Gross profit	805.2	932.6	1,072.4	1,087.4
Net (loss) earnings	(25.0)	(168.5)	189.8	20.5
Earnings per share [1]:				
Basic	$ (0.05)	$ (0.33)	$ 0.37	$ 0.04
Diluted	$ (0.05)	$ (0.33)	$ 0.37	$ 0.04
Share prices [2]:				
High	$ 32.10	$ 28.47	$ 22.53	$ 20.10
Low	$ 26.01	$ 16.80	$ 17.61	$ 17.01

[1] The sum of earnings per share for the quarters may not equal earnings per share for the total year due to changes in the average number of shares outstanding.

[2] Closing prices are as reported on NASDAQ and refer to Mylan for periods prior to November 16, 2020 and the Company thereafter.

ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

None.

ITEM 9A. Controls and Procedures

An evaluation was performed under the supervision and with the participation of the Company's management, including the Principal Executive Officer and the Principal Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of December 31, 2020. Based upon that evaluation, the Principal Executive Officer and the Principal Financial Officer concluded that the Company's disclosure controls and procedures were effective.

On November 16, 2020, the combination of Mylan N.V. and Pfizer's Upjohn Business was completed, with Mylan N.V. considered the accounting acquirer of the Upjohn Business. The Upjohn Business represented 7% of the Company's consolidated total revenues for the year ended December 31, 2020, and assets (including intangible assets and goodwill) represented 48% of the Company's consolidated total assets, as of December 31, 2020. Management did not include the Upjohn Business when conducting its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2020.

Management's Report on Internal Control over Financial Reporting is on page 81, which is incorporated herein by reference. The effectiveness of the Company's internal control over financial reporting as of December 31, 2020 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report on page 86, which is incorporated herein by reference.

ITEM 9B. Other Information

None.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

Certain information required by this Item will be provided in an amendment to this Annual Report on Form 10-K in accordance with General Instruction G(3) to Form 10-K.

Code of Ethics

The Viatris board of directors has adopted a Code of Ethics for the Company's Chief Executive Officer, Chief Financial Officer and Controller. The Viatris board of directors also has adopted a Code of Business Conduct and Ethics applicable to all directors, officers, and employees. The Code of Ethics for our Chief Executive Officer, Chief Financial Officer and Controller and the Code of Business Conduct and Ethics are posted on Viatris' website at http://www.viatris.com/en/About-Us/Corporate-Governance, and Viatris intends to post any amendments to and waivers from each of the Code of Ethics for the Company's Chief Executive Officer, Chief Financial Officer and Controller and the Code of Business Conduct and Ethics that are required to be disclosed on that website.

ITEM 11. Executive Compensation

The information required by this Item will be provided in an amendment to this Annual Report on Form 10-K in accordance with General Instruction G(3) to Form 10-K.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The additional information required by this Item will be provided in an amendment to this Form 10-K in accordance with General Instruction G(3) to Form 10-K.

Equity Compensation Plan Information

The following table shows information about the securities authorized for issuance under Viatris' equity compensation plans as of December 31, 2020:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	18,785,521	$ 35.33	68,062,933
Equity compensation plans not approved by security holders	—	—	—
Total	18,785,521	$ 35.33	68,062,933

ITEM 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item will be provided in an amendment to this Annual Report on Form 10-K in accordance with General Instruction G(3) to Form 10-K.

ITEM 14. Principal Accounting Fees and Services

The information required by this Item will be provided in an amendment to this Annual Report on Form 10-K in accordance with General Instruction G(3) to Form 10-K.

PART IV

ITEM 15. Exhibits, Consolidated Financial Statement Schedules

1. *Consolidated Financial Statements*

The Consolidated Financial Statements listed in the Index to Consolidated Financial Statements are filed as part of this Form.

2. *Consolidated Financial Statement Schedules*

VIATRIS INC. AND SUBSIDIARIES

SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS

(In millions)

Description	Beginning Balance	Additions Charged to Costs and Expenses	Additions Charged to Other Accounts [1]	Deductions	Ending Balance
Allowance for doubtful accounts:					
Year ended December 31, 2020	$ 72.8	16.9	77.3	(7.1)	$ 159.9
Year ended December 31, 2019	$ 98.2	14.2	—	(39.6)	$ 72.8
Year ended December 31, 2018	$ 75.3	32.3	0.2	(9.6)	$ 98.2
Valuation allowance for deferred tax assets:					
Year ended December 31, 2020	$ 603.5	39.0	—	(198.9)	$ 443.6
Year ended December 31, 2019	$ 806.0	36.8	—	(239.3)	$ 603.5
Year ended December 31, 2018	$ 662.8	203.8	—	(60.6)	$ 806.0

[1] In 2020, this amount includes opening balances of the Upjohn Business acquired in the period.

3. *Exhibits*

2.1(a)	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 Information Statement included as Exhibit 99.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on August 6, 2020, and incorporated herein by reference.^
2.1(b)	Amendment No. 1, dated as of May 29, 2020, to the 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 B to the Information Statement included as Exhibit 99.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on August 6, 2020, and incorporated herein by reference.^
2.2(a)	Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc., included as Annex C to the Information Statement included as Exhibit 99.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on August 6, 2020, and incorporated herein by reference.^
2.2(b)	Amendment No. 1, dated as of February 18, 2020, to the Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc., included as Annex D to the Information Statement included as Exhibit 99.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on August 6, 2020, and incorporated herein by reference.
2.2(c)	Amendment No. 2, dated as of May 29, 2020, to the Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc., included as Annex E to the Information Statement included as Exhibit 99.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on August 6, 2020, and incorporated herein by reference. ^

2.2(d)	Amendment No. 3, dated as of September 18, 2020, to the Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc., filed as Exhibit 2.6 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
2.2(e)	Amendment No. 4, dated as of November 15, 2020, to the Separation and Distribution Agreement, dated as of July 29, 2019, by and between Pfizer Inc. and Upjohn Inc., filed as Exhibit 2.7 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
3.1(a)	Amended and Restated Certificate of Incorporation of Upjohn Inc., effective as of November 13, 2020, filed as Exhibit 3.1 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
3.1(b)	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Upjohn Inc., effective as of November 16, 2020, filed as Exhibit 3.3 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
3.2	Amended and Restated Bylaws of Viatris Inc., effective as of November 16, 2020.
4.1(a)	Indenture, dated December 21, 2012, between and among Mylan Inc., as issuer, the guarantors named therein, and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan Inc. with the SEC on December 24, 2012, and incorporated herein by reference.
4.1(b)	First Supplemental Indenture, dated February 27, 2015, between and among Mylan Inc., as issuer, Mylan N.V., as guarantor, and The Bank of New York Mellon, as trustee, to the Indenture, dated December 21, 2012, filed as Exhibit 4.4 to the Report on Form 8-K filed by Mylan N.V. with the SEC on February 27, 2015, and incorporated herein by reference.
4.1(c)	Second Supplemental Indenture, dated March 12, 2015, between and among Mylan Inc., as issuer, Mylan N.V., as parent, and The Bank of New York Mellon, as trustee, to the Indenture, dated December 21, 2012, filed by Mylan N.V. as Exhibit 4.3(b) to Form 10-Q for the quarter ended March 31, 2015, and incorporated herein by reference.
4.1(d)	Third Supplemental Indenture dated November 16, 2020, by and among Mylan Inc., Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V. and the Bank of New York Mellon, as trustee, to the Indenture dated December 21, 2012, by and between Mylan Inc. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.6 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.2(a)	Indenture, dated November 29, 2013, between Mylan Inc. and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan Inc. with the SEC on November 29, 2013, and incorporated herein by reference.
4.2(b)	First Supplemental Indenture, dated November 29, 2013, between Mylan Inc. and The Bank of New York Mellon, as trustee, filed as Exhibit 4.2 to the Report on Form 8-K filed by Mylan Inc. with the SEC on November 29, 2013, and incorporated herein by reference.
4.2(c)	Second Supplemental Indenture, dated February 27, 2015, among Mylan Inc., as issuer, Mylan N.V., as guarantor, and The Bank of New York Mellon, as trustee, to the Indenture, dated November 29, 2013, filed as Exhibit 4.6 to the Report on Form 8-K filed by Mylan N.V. with the SEC on February 27, 2015, and incorporated herein by reference.
4.2(d)	Third Supplemental Indenture, dated March 12, 2015, between and among Mylan Inc., as issuer, Mylan N.V., as parent, and The Bank of New York Mellon, as trustee, to the Indenture, dated November 29, 2013, filed by Mylan N.V. as Exhibit 4.5(b) to Form 10-Q for the quarter ended March 31, 2015, and incorporated herein by reference.
4.2(e)	Fourth Supplemental Indenture dated November 16, 2020, by and among Mylan Inc., Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V. and the Bank of New York Mellon, as trustee, to the Indenture dated November 29, 2013, by and between Mylan Inc. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.7 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.3(a)	Indenture, dated as of December 9, 2015, among Mylan N.V., as issuer, Mylan Inc., as guarantor, and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on December 15, 2015, and incorporated herein by reference.
4.3(b)	First Supplemental Indenture dated November 16, 2020, by and among Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and the Bank of New York Mellon, as trustee, to the Indenture dated December 9, 2015, by and among Mylan N.V., Mylan Inc. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.3 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.

4.4(a)	Indenture, dated as of June 9, 2016, among Mylan N.V., as issuer, Mylan Inc., as guarantor, and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on June 15, 2016, and incorporated herein by reference.
4.4(b)	First Supplemental Indenture dated November 16, 2020, by and among Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and the Bank of New York Mellon, as trustee, to the Indenture dated June 9, 2016, by and among Mylan N.V., Mylan Inc. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.4 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.5(a)	Indenture, dated November 22, 2016, among Mylan N.V., as issuer, Mylan, Inc., as guarantor and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, registrar and calculation agent, filed by Mylan N.V. as Exhibit 4.9 to Form 10-K for the fiscal year ended December 31, 2016, and incorporated herein by reference.
4.5(b)	First Supplemental Indenture dated November 16, 2020, by and among Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, and registrar, to the Indenture dated November 22, 2016, by and among Mylan N.V., Mylan Inc. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, registrar and calculation agent, filed as Exhibit 4.5 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.6(a)	Indenture, dated as of April 9, 2018, among Mylan Inc., as issuer, Mylan N.V., as guarantor, and the Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on April 9, 2018, and incorporated herein by reference.
4.6(b)	First Supplemental Indenture dated November 16, 2020, by and among Mylan Inc., Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V. and the Bank of New York Mellon, as trustee, to the Indenture dated April 9, 2018, by and among Mylan Inc., Mylan N.V. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.8 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.7(a)	Indenture, dated as of May 23, 2018, among Mylan Inc., as issuer, Mylan N.V., as guarantor, and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent and registrar, filed as Exhibit 4.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on May 23, 2018, and incorporated herein by reference.
4.7(b)	First Supplemental Indenture dated November 16, 2020, by and among Mylan Inc., Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, and registrar, to the Indenture dated May 23, 2018, by and among Mylan Inc., Mylan N.V. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, and registrar, filed as Exhibit 4.9 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.8(a)	Indenture, dated as of June 22, 2020, between Upjohn Inc., as issuer, and The Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on June 26, 2020, and incorporated herein by reference.
4.8(b)	First Supplemental Indenture dated November 16, 2020, by and among Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and the Bank of New York Mellon, as trustee, to the Indenture dated June 22, 2020, by and among Viatris Inc. and the Bank of New York Mellon, as trustee, filed as Exhibit 4.1 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
4.9(a)	Indenture, dated as of June 23, 2020, among Upjohn Finance B.V., as issuer, Upjohn Inc., as guarantor, and Citibank, N.A., London Branch, as trustee, transfer agent, paying agent and registrar, filed as Exhibit 4.9 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on June 26, 2020, and incorporated herein by reference.
4.9(b)	First Supplemental Indenture dated November 16, 2020, by and among Upjohn Finance B.V., Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, and registrar, to the Indenture dated June 23, 2020, by and among Upjohn Finance B.V., Viatris Inc. and Citibank, N.A., London Branch, as trustee, paying agent, transfer agent, and registrar, filed as Exhibit 4.2 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.

4.10	Description of Viatris Inc. Securities Registered Under Section 12 of the Exchange Act.
10.1(a)	Viatris Inc. 2020 Stock Incentive Plan, included as Exhibit 10.1 to Amendment No. 1 to Form 10 filed by Upjohn Inc. with the SEC on February 6, 2020, and incorporated herein by reference.*
10.1(b)	Form of Make-Whole Restricted Stock Unit Award Agreement under the Viatris 2020 Stock Incentive Plan.*
10.1(c)	Form of Retention Restricted Stock Unit Award Agreement under the Viatris 2020 Stock Incentive Plan.*
10.1(d)	Form of Restricted Stock Unit Award Agreement under the Viatris 2020 Stock Incentive Plan for Michael Goettler and Sanjeev Narula.*
10.1(e)	Value Creation Incentive Award Performance-Based Restricted Stock Unit Award Agreement for Robert J. Coury under the Viatris Inc. 2020 Stock Incentive Plan, effective as of November 23, 2020.*
10.2	Letter Agreement entered into on February 6, 2020 by and between Pfizer Inc. and Sanjeev Narula.*
10.3	Letter Agreement entered into on June 25, 2019 by and between Pfizer Inc. and Sanjeev Narula.*
10.4	Letter Agreement entered into on June 26, 2019 by and between Pfizer Inc. and Michael Goettler.*
10.5	Letter Agreement entered into on July 29, 2019 by and between Pfizer Inc. and Michael Goettler.*
10.6	Severance Agreement entered into on December 3, 2020 by and between Viatris Inc. and Michael Goettler.*
10.7	Retention Agreement entered into on December 3, 2020, by and between Viatris Inc. and Rajiv Malik.*
10.8	Retention Agreement entered into on December 3, 2020, by and between Viatris Inc. and Anthony Mauro.*
10.9	Executive Employment Agreement, entered into on November 20, 2020, by and between Viatris Inc. and Robert J. Coury.*
10.10(a)	Mylan N.V. Amended and Restated 2003 Long-Term Incentive Plan, filed as Appendix B to Mylan N.V.'s Definitive Proxy Statement on Schedule 14A filed by Mylan N.V. with the SEC on May 25, 2016, and incorporated herein by reference.*
10.10(b)	Amendment to Mylan N.V. Amended and Restated 2003 Long-Term Incentive Plan, filed as Appendix B to Mylan N.V.'s Definitive Proxy Statement on Schedule 14A filed by Mylan N.V. on May 25, 2016, and incorporated herein by reference.*
10.10(c)	Amendment to the Mylan N.V. Amended and Restated 2003 Long-Term Incentive Plan, adopted as of February 23, 2017, filed by Mylan N.V. as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2017, and incorporated herein by reference.*

10.10(d)	Amended and Restated Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Robert J. Coury and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.2 to Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.*
10.10(e)	Amended and Restated Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for awards granted following fiscal year 2012, filed by Mylan Inc. as Exhibit 10.4(i) to Form 10-K for the fiscal year ended December 31, 2013, and incorporated herein by reference.*
10.10(f)	Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Robert J. Coury and Rajiv Malik for awards granted after February 27, 2015, filed by Mylan N.V. as Exhibit 10.1(i) to Form 10-K for the fiscal year ended December 31, 2015, and incorporated herein by reference.*
10.10(f)	Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for awards granted after February 27, 2015, filed by Mylan N.V. as Exhibit 10.1(l) to Form 10-K for the fiscal year ended December 31, 2015, and incorporated herein by reference.*
10.10(g)	Form of Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 23, 2017, filed by Mylan N.V. as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2017, and incorporated herein by reference.*
10.10(h)	Form of Performance-Based Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 23, 2017, filed by Mylan N.V. as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2017, and incorporated herein by reference.*
10.10(i)	Form of Performance-Based Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 21, 2018, filed by Mylan N.V. as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2018, and incorporated herein by reference.*
10.10(j)	Form of Performance-Based Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for awards granted on or after February 21, 2018, filed by Mylan N.V. as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2018, and incorporated herein by reference.*
10.10(k)	Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 19, 2019, filed by Mylan N.V. as Exhibit 10.7 to Form 10-Q for the quarter ended March 31, 2019, and incorporated herein by reference.*
10.10(l)	Form of Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 19, 2019, filed by Mylan N.V. as Exhibit 10.8 to Form 10-Q for the quarter ended March 31, 2019, and incorporated herein by reference.*
10.10(m)	Form of Performance-Based Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Rajiv Malik for awards granted on or after February 19, 2019, filed by Mylan N.V. as Exhibit 10.6 to Form 10-Q for the quarter ended March 31, 2019, and incorporated herein by reference.*
10.10(n)	Form of Restricted Stock Unit Award Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for independent directors for awards granted on or after March 2, 2020, filed by Mylan N.V. as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2020, and incorporated herein by reference.*
10.10(o)	Form of Stock Option Agreement under the Mylan N.V. 2003 Long-Term Incentive Plan for Independent directors for awards granted on or after March 2, 2020, filed by Mylan N.V. as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2020, and incorporated herein by reference.*
10.11	Mylan N.V. Severance Plan and Global Guidelines, filed by Mylan N.V. as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2019, and incorporated herein by reference.*
10.12	Retirement Benefit Agreement, dated August 31, 2009, by and between Mylan Inc. and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.4 to Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.*
10.13(a)	Transition and Succession Agreement, dated January 31, 2007, between Mylan Inc. and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.5 to Form 10-Q for the quarter ended March 31, 2008, and incorporated herein by reference.*
10.13(b)	Amendment No. 1 to Transition and Succession Agreement, dated December 22, 2008, between Mylan Inc. and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.28(b) to Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.*

10.14(a)	Transition and Succession Agreement, dated February 25, 2008, by and between Mylan Inc. and Anthony Mauro, filed by Mylan Inc. as Exhibit 10.5(a) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.14(b)	Amendment No. 1 to Transition and Succession Agreement, dated December 15, 2008, by and between Mylan Inc. and Anthony Mauro, filed by Mylan Inc. as Exhibit 10.5(b) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.14(c)	Amendment No. 2 to Transition and Succession Agreement, dated October 15, 2009, by and between Mylan Inc. and Anthony Mauro, filed by Mylan Inc. as Exhibit 10.5(c) to Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.*
10.15(a)	Mylan 401(k) Restoration Plan, dated January 1, 2010, filed by Mylan Inc. as Exhibit 10.1 to the Report on Form 8-K filed by Mylan Inc. with the SEC on December 14, 2009, and incorporated herein by reference.*
10.15(b)	Amendment to Mylan 401(k) Restoration Plan, dated November 4, 2014, filed by Mylan Inc. as Exhibit 10.41(b) to Form 10-K for the fiscal year ended December 31, 2014, and incorporated herein by reference.*
10.16(a)	Mylan Executive Income Deferral Plan, filed by Mylan Inc. as Exhibit 10.2 to the Report on Form 8-K filed by Mylan Inc. with the SEC on December 14, 2009, and incorporated herein by reference.*
10.16(b)	Amendment to Mylan Executive Income Deferral Plan, dated November 4, 2014, filed by Mylan Inc. as Exhibit 10.42(b) to Form 10-K for the fiscal year ended December 31, 2014, and incorporated herein by reference.*
10.17	The Executive Nonqualified Excess Plan Adoption Agreement, effective as of December 28, 2007, between Mylan International Holdings, Inc. and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.27(b) to Form 10-K for the fiscal year ended December 31, 2013, and incorporated herein by reference.*
10.18	The Executive Nonqualified Excess Plan, effective as of December 28, 2007, between Mylan International Holdings, Inc. and Rajiv Malik, filed by Mylan Inc. as Exhibit 10.57 to Form 10-K for the fiscal year ended December 31, 2013, and incorporated herein by reference.*
10.19	Executive Employment Agreement, entered into on April 15, 2020, by and between Mylan N.V., Mylan Inc. and Robert J. Coury, filed by Mylan N.V. as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2020, and incorporated herein by reference.*
10.20	Third Amended and Restated Executive Employment Agreement, entered into on February 25, 2019, and effective as of April 1, 2019, by and between Mylan Inc. and Rajiv Malik, filed by Mylan N.V. as Exhibit 10.20(c) to Form 10-K for the fiscal year ended December 31, 2018, and incorporated herein by reference.*
10.21	Executive Employment Agreement, dated as of February 25, 2019, and effective as of April 1, 2019, by and between Mylan Inc. and Anthony Mauro, filed as Exhibit 10.21(b) to Form 10-K for the fiscal year ended December 31, 2018, and incorporated herein by reference.*
10.22	Letter Agreement, dated June 3, 2016, among Mylan N.V., Mylan Inc., and Robert J. Coury, filed by Mylan N.V. as Exhibit 10.5 to Form 10-Q for the quarter ended June 30, 2016, and incorporated herein by reference.*
10.23	Form of Waiver Letter with respect to Specified Award Agreements by and between Mylan N.V. and Rajiv Malik, February 23, 2017, filed by Mylan N.V. as Exhibit 10.4 to Form 10-Q for the quarter ended March 31, 2017, and incorporated herein by reference. *
10.24	2007 Supplemental Health Insurance Plan for Certain Key Employees of Mylan Laboratories Inc., adopted as of January 29, 2007, filed by Mylan N.V. as Exhibit 10.19 to the Form 10-K for the fiscal year ended December 31, 2019 and incorporated herein by reference.*
10.25	Form of Indemnification Agreement between Viatris Inc. and each of its directors and its executive officers.*
10.26	Amended and Restated Form of Indemnification Agreement between Mylan Inc. and each Director, filed by Mylan Inc. as Exhibit 10.38 to Form 10-K for the fiscal year ended December 31, 2013, and incorporated herein by reference.*

10.27	Form of Indemnification Agreement between Mylan N.V. and directors, filed as Exhibit 10.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on February 27, 2015, and incorporated herein by reference.*
10.28	Revolving Credit Agreement, dated as of June 16, 2020, among Upjohn Inc., the guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and Bank of America, N.A., as administrative agent, filed as Exhibit 10.1 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on June 17, 2020, and incorporated herein by reference.
10.29	Delayed Draw Term Loan Credit Agreement, dated as of June 16, 2020, among Upjohn Inc., the guarantors from time to time party thereto, the lenders from time to time party thereto and MUFG Bank, Ltd., as administrative agent, filed as Exhibit 10.2 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on June 17, 2020, and incorporated herein by reference.
10.30	Form of Dealer Agreement among Viatris Inc., Utah Acquisition Sub Inc., Mylan II B.V., Mylan Inc. and the dealer thereto, filed as Exhibit 10.1 to the Report on Form 8-K/A filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.
10.31	Settlement Agreement with the U.S. Department of Justice and two relators finalizing the Medicaid drug rebate settlement, dated August 16, 2017, filed as Exhibit 10.1 to the Report on Form 8-K filed by Mylan N.V. with the SEC on August 21, 2017, and incorporated herein by reference.
10.32	Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and Mylan Inc. and Mylan Specialty L.P., dated August 16, 2017, filed as Exhibit 10.2 to the Report on Form 8-K filed by Mylan N.V. with the SEC on August 21, 2017, and incorporated herein by reference.
10.33	Registration Rights Agreement, dated as of June 22, 2020, by and between Upjohn Inc. and Goldman Sachs & Co. LLC, BofA Securities, Inc., Citigroup Global Markets Inc., Morgan Stanley and Co. LLC, and Mizuho Securities USA LLC, as representatives of the several initial purchasers of the U.S. Dollar Notes, filed as Exhibit 4.8 to the Report on Form 8-K filed by Upjohn Inc. with the SEC on June 26, 2020, and incorporated herein by reference.
10.34(a)	Asset Purchase Agreement, dated as of September 7, 2020, between Aspen Global Incorporated and Mylan Ireland Limited, filed by Mylan N.V. as Exhibit 10.2 to the Form 10-Q for the quarter ended September 30, 2020, and incorporated herein by reference.^
10.34(b)	Amendment No. 1, dated as of November 5, 2020, to the Asset Purchase Agreement dated as of September 7, 2020, between Aspen Global Incorporated and Mylan Ireland Limited.^
10.35	Transition Services Agreement, dated as of November 16, 2020, by and between Pfizer Inc. (as Service Provider) and Upjohn Inc. (as Service Recipient), filed as Exhibit 10.1 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
10.36	Transition Services Agreement, dated as of November 16, 2020, by and between Upjohn Inc. (as Service Provider) and Pfizer Inc. (as Service Recipient), filed as Exhibit 10.2 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
10.37	Tax Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Upjohn Inc., filed as Exhibit 10.3 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
10.38	Employee Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Viatris Inc., filed as Exhibit 10.4 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.^

10.39	Manufacturing and Supply Agreement, dated as of November 16, 2020, by and between Pfizer Inc. (as Manufacturer) and Viatris Inc. (as Customer), filed as Exhibit 10.5 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference.^
10.40	Manufacturing and Supply Agreement, dated as of November 16, 2020, by and between Viatris Inc. (as Manufacturer) and Pfizer Inc. (as Customer), filed as Exhibit 10.6 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
10.41	Intellectual Property Matters Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Viatris Inc., filed as Exhibit 10.7 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
10.42	Trademark License Agreement, dated as of November 16, 2020, by and between Pfizer Inc. and Viatris Inc., filed as Exhibit 10.8 to the Report on Form 8-K filed by Viatris Inc. with the SEC on November 19, 2020, and incorporated herein by reference. ^
21	Subsidiaries of the registrant.
22	List of subsidiary guarantors and issuers of guaranteed securities.
23	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm.
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document (included in Exhibit 101).

* Denotes management contract or compensatory plan or arrangement.

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

SIGNATURES

Pursuant to the requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Form to be signed on its behalf by the undersigned, thereunto duly authorized on March 1, 2021.

Viatris Inc.

by /s/ MICHAEL GOETTLER
Michael Goettler
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Form has been signed below by the following persons on behalf of the registrant and in the capacities indicated as of March 1, 2021.

Signature	**Title**
/s/ ROBERT J. COURY Robert J. Coury	Executive Chairman and Director
/s/ MICHAEL GOETTLER Michael Goettler	Chief Executive Officer and Director *(Principal Executive Officer)*
/s/ SANJEEV NARULA Sanjeev Narula	Chief Financial Officer *(Principal Financial Officer)*
/s/ PAUL B. CAMPBELL Paul B. Campbell	Chief Accounting Officer and Corporate Controller *(Principal Accounting Officer)*
/s/ W. DON CORNWELL W. Don Cornwell	Director
/s/ JOELLEN LYONS DILLON JoEllen Lyons Dillon	Director
/s/ NEIL DIMICK Neil Dimick	Director
/s/ MELINA HIGGINS Melina Higgins	Director
/s/ JAMES M. KILTS James M. Kilts	Director
/s/ HARRY A. KORMAN Harry A. Korman	Director
/s/ RAJIV MALIK Rajiv Malik	President and Director
/s/ RICHARD A. MARK Richard A. Mark	Director
/s/ MARK W. PARRISH Mark W. Parrish	Director
/s/ IAN READ Ian Read	Director
/s/ PAULINE VAN DER MEER MOHR Pauline van der Meer Mohr	Director

Exhibit 3.2

AMENDED AND RESTATED BYLAWS OF VIATRIS INC.

Effective as of November 16, 2020

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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
(iii)

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.

Exhibit 4.10

DESCRIPTION OF VIATRIS INC. SECURITIES REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT

As of December 31, 2020, our shares of common stock, par value $0.01, are the only securities of Viatris Inc. ("Viatris", "we", "our" or "us") registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The following description of our common stock, referred to as Viatris common stock, does not purport to be complete and is subject to and qualified in its entirety by reference to our amended and restated certificate of incorporation (the "Viatris Charter") and bylaws (the "Viatris Bylaws") and the Delaware General Corporation Law ("DGCL"). Copies of the Viatris Charter and the Viatris Bylaws have been included as exhibits to the Annual Report on Form 10-K to which this description has been filed.

Description of Viatris Common Stock

General

The Viatris Charter authorizes 3,000,000,000 shares of common stock, par value $0.01 per share, and 300,000,000 shares of preferred stock, par value $0.01 per share for a total authorized share capital of $3,300,000,000.

As of February 22, 2021, we have issued and outstanding 1,207,082,624 shares of Viatris common stock, par value $0.01. All issued shares of Viatris common stock are fully paid and non-assessable.

As of February 22, 2021, there were no shares of Viatris preferred stock outstanding. The Viatris board of directors ("Viatris Board") may establish the rights and preferences of the preferred stock from time to time as set forth in the Viatris Charter. The Viatris Charter does not authorize any other classes of capital stock.

Common Stock

Holders of Viatris common stock are entitled to one vote per share on all matters to be voted upon by Viatris stockholders. Unless a different vote is required by law or specifically required by the Viatris Charter or the Viatris Bylaws, if a quorum exists at any meeting of stockholders, stockholders shall have approved any matter (other than the election of directors, which is described below) 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. Subject to the rights of the holders of any series of Viatris preferred stock to elect directors under specified circumstances, if a quorum exists at any meeting of stockholders, stockholders 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. Notwithstanding the foregoing, in the event of a "contested election" of directors, directors will 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. A "contested election" means 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 of Viatris.

Subject to the rights of any holders of Viatris preferred stock, the holders of Viatris common stock are entitled to receive ratably dividends, if any, as may be declared from time to time by the Viatris Board out of funds legally available for the payment of dividends. If Viatris liquidates, dissolves or winds up, after all liabilities and, if applicable, the holders of each series of preferred stock have been paid in full, the holders of Viatris common stock will be entitled to share ratably in all remaining assets. Viatris common stock does not have preemptive or conversion rights or other subscription rights. No redemption or sinking fund provisions are applicable to Viatris common stock. The rights, preferences and privileges of the holders of Viatris common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that Viatris may designate and issue in the future.

Preferred Stock

The Viatris Board may issue shares of preferred stock in one or more series and, subject to the applicable law of the State of Delaware, the Viatris Board may set the powers, rights, preferences, qualifications, limitations and restrictions of such preferred stock.

The Viatris Board has the power to issue Viatris preferred stock with voting, conversion and exchange rights that could negatively affect the voting power or other rights of Viatris common stockholders, and the Viatris Board could take such action without stockholder approval. The issuance of Viatris preferred stock could delay or prevent a change in control of Viatris.

Anti-Takeover Effects of Various Provisions of Delaware Law, the Viatris Charter and the Viatris Bylaws

Provisions of the DGCL, the Viatris Charter and the Viatris Bylaws could make it more difficult to acquire Viatris by means of a tender offer, a proxy contest or otherwise, or to remove incumbent officers and directors. These provisions, summarized below, would be expected to discourage certain types of coercive takeover practices and takeover bids the Viatris Board may consider inadequate and to encourage persons seeking to acquire control of Viatris to first negotiate with Viatris.

***Board Classification*.** Until the 2023 annual meeting of Viatris' stockholders, the Viatris Board will be divided into three classes (Class I, Class II and Class III), one class of which will be elected each year by Viatris' stockholders. The first term of office of the Class I directors will expire at the 2021 annual meeting, the first term of office of the Class II directors will expire at the 2022 annual meeting and the first term of office of the Class III directors will expire at the 2023 annual meeting. The Viatris Charter provides that the Viatris Board will be fully declassified by the 2023 annual meeting, so that:

- at the 2021 annual meeting, the Class I directors will be elected for a term of office to expire at the 2023 annual meeting;
- at the 2022 annual meeting, the Class II directors will be elected for a term of office to expire at the 2023 annual meeting; and
- as of and after the 2023 annual meeting, all directors will be elected for one-year terms and will be up for election at each successive annual meeting.

During the time that the Viatris Board is classified, a third party may be discouraged from making a tender offer or otherwise attempting to obtain control of Viatris because it is more difficult and time-consuming for stockholders to replace a majority of the directors on a classified board.

Preferred Stock. The Viatris Board has the power to issue Viatris preferred stock with voting, conversion and exchange rights that could negatively affect the voting power or other rights of Viatris common stockholders, and the Viatris Board could take that action without stockholder approval. The issuance of Viatris preferred stock could delay or prevent a change in control of Viatris.

Board Vacancies to Be Filled by Remaining Directors and Not Stockholders. The Viatris Charter provides that any vacancies, including any newly created directorships, on the Viatris Board will be filled by the affirmative vote of the majority of the remaining directors then in office, even if such directors constitute less than a quorum, or by a sole remaining director.

Removal of Directors by Stockholders. The Viatris Charter and the Viatris Bylaws provide that directors may be removed by stockholders (a) until the Viatris Board is no longer classified, only for cause by the affirmative vote of the holders of a majority of the voting power of the outstanding capital stock entitled to vote, and (b) from and after the date the board is no longer classified, with or without cause, by the affirmative vote of the holders of a majority of the voting power of the outstanding capital stock entitled to vote.

Special Meeting. The Viatris Bylaws provide that special meetings of the stockholders may be called by the chair of the Viatris Board, the Viatris Board pursuant to a resolution adopted by a majority of the total number of directors Viatris would have if all vacancies or unfilled directorships were filled or, subject to certain procedural requirements, the chair of the Viatris Board or the secretary of Viatris at the written request of stockholders of record owning at least 25% of the voting power entitled to vote on the matter or matters entitled to vote at the meeting.

The Viatris Bylaws do not permit a special meeting to be held at the request of stockholders if (a) the business to be brought before the special meeting is not a proper subject for stockholder action under applicable law, the Viatris Charter or the Viatris Bylaws, (b) the Viatris Board has called for or calls for an annual meeting to be held within 90 days after the special meeting request is delivered to Viatris and the Viatris Board determines that the business of the special meeting is identical or substantially similar to an item of business of the annual meeting, (c) the business conducted at the most recent annual meeting or any special meeting held within one year included such similar business or (d) the request is delivered between 61 and 365 days after the earliest date of signature on a different request for a special meeting on the same business.

Stockholder Action. The Viatris Bylaws and the Viatris Charter do not permit stockholder action by written consent unless such written consent is granted by holders of 100% of the voting power of the outstanding shares of capital stock entitled to vote.

Advance Notice of Director Nominations and Stockholder Proposals. The Viatris Bylaws contain advance notice procedures for stockholders to make nominations of candidates for election as directors or to bring other business before the annual meeting of stockholders. As specified in the Viatris Bylaws, director nominations and the proposal of business to be considered by stockholders may be made only pursuant to a notice of meeting, at the direction of the board of directors or by a stockholder who is entitled to vote at the meeting and who has complied with the advance notice procedures that are provided in the Viatris Bylaws.

To be timely, a nomination of a director by a stockholder or notice for business to be brought before an annual meeting by a stockholder must be delivered to Viatris' secretary at Viatris' principal executive offices not less than 90 days nor more than 120 days before the first anniversary of the preceding year's annual meeting; provided, however, that if the date of an annual meeting is advanced by more than 30 days or delayed by more than 60 days from such anniversary date, for notice by the stockholder to be timely, it must be delivered not earlier than the 120th day before such annual meeting and not later than the close of business on the later of (a) the 90th day before such annual meeting or (b) if the first public announcement of the date of the annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by Viatris.

If a special meeting of stockholders is called for the purpose of electing one or more directors, any stockholder entitled to vote may nominate a person or persons as specified in the Viatris Bylaws, but only if the stockholder notice is delivered to Viatris' secretary at Viatris' principal executive offices not earlier than the 120th day before such special meeting and not later than the close of business on the later of (a) the 90th day before such special meeting or (b) the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Viatris Board to be elected at such meeting.

Amendments to the Viatris Charter and Viatris Bylaws. Under the DGCL, the Viatris Charter may not be amended by stockholder action alone. Amendments to the Viatris Charter require a board resolution approved by the majority of the outstanding capital stock entitled to vote. The Viatris Bylaws may be amended by stockholders upon the affirmative vote of the holders of a majority of the voting power of the outstanding capital stock entitled to vote. Subject to the right of stockholders as described in the immediately preceding sentence, the Viatris Bylaws may also be adopted, amended or repealed by the Viatris Board.

Delaware Anti-Takeover Statute. Viatris is subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless:

- the board of directors approved the acquisition of stock pursuant to which the person became an interested stockholder or the transaction that resulted in the person becoming an interested stockholder before the time that the person became an interested stockholder;

- upon consummation of the transaction that resulted in the person becoming an interested stockholder such person owned at least 85% of the outstanding voting stock of the corporation, excluding, for

  purposes of determining the voting stock outstanding, voting stock owned by directors who are also officers and certain employee stock plans; or

- the transaction is approved by the board of directors and by the affirmative vote of two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include mergers, asset sales and other transactions resulting in financial benefit to a stockholder and an "interested stockholder" as a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing changes in control of Viatris.

No Cumulative Voting. The Viatris Charter prohibits cumulative voting in the election of directors.

Exclusive Forum. Under the Viatris Charter, certain claims can only be brought before the Court of Chancery of the State of Delaware, unless Viatris consents to a different forum. This exclusive forum provision applies to any derivative action brought on behalf of Viatris, any action asserting a claim for breach of fiduciary duty by any director, officer or employee of Viatris, any action brought pursuant to the DGCL or any of Viatris' organizational documents, actions brought under the internal affairs doctrine, or actions as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware. Under the Viatris Charter, to the fullest extent permitted by law, this exclusive forum provision will apply to state and federal law claims, including claims under the federal securities laws, including the Securities Act of 1933, as amended and the Exchange Act, although Viatris stockholders will not be deemed to have waived Viatris' compliance with the federal securities laws and the rules and regulations thereunder. The enforceability of similar choice of forum provisions in other companies' charters and bylaws has been challenged in legal proceedings, and it is possible that, in connection with claims arising under federal securities laws or otherwise, a court could find the exclusive forum provision contained in the amended and restated by-laws to be inapplicable or unenforceable.

Limitations on Liability and Indemnification of Officers and Directors

The Viatris Charter and the Viatris Bylaws include provisions that require Viatris to indemnify, to the fullest extent allowable under the laws of the State of Delaware, directors or officers against monetary damages for actions taken as a director or officer of Viatris, or for serving at Viatris' request in any capacity at another corporation or enterprise, as the case may be. The Viatris Charter and the Viatris Bylaws also provide that Viatris must indemnify and advance reasonable expenses to Viatris directors and officers, subject to Viatris' receipt of an undertaking from the indemnified party to repay all amounts advanced if it is determined ultimately that the indemnified party is not entitled to be indemnified. We also have entered into indemnification agreements with each of our directors and certain of our officers that provide them with substantially similar indemnification rights to those provided under the Viatris Charter and Viatris Bylaws. The Viatris Charter and Viatris Bylaws also expressly authorizes Viatris to carry directors' and officers' insurance to protect Viatris and its directors and officers for some liabilities. Viatris currently maintains such an insurance policy. The description of indemnity herein is merely a summary of the provisions in the Viatris Charter, Viatris Bylaws and other indemnification agreements, and such description shall not limit or alter the provisions in the Viatris Charter, Viatris Bylaws or other indemnification agreements.

The limitation of liability and indemnification provisions in the Viatris Charter and the Viatris Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit Viatris and Viatris' stockholders. However, these provisions do not limit or eliminate Viatris' rights, or those of any stockholder, to seek non-monetary relief such as an injunction or rescission if a director breaches their fiduciary duties. Moreover, the provisions do not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, Viatris pays the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Exhibit 10.1(b)

VIATRIS INC.

RESTRICTED STOCK UNIT
AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement"), dated as of [_____] (the "Date of Grant"), is made by and between Viatris Inc., a Delaware corporation (the "Company"), and [_____] (the "Participant"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the EMA (as defined below).

WHEREAS, Pfizer Inc. ("Pfizer"), Upjohn Inc. ("Upjohn"), Mylan N.V. ("Mylan") and the other parties thereto entered into a Business Combination Agreement, dated as of July 29, 2019 and as subsequently amended from time to time (the "BCA") to combine Mylan and Upjohn to create the Company (the "Transactions");

WHEREAS, Pfizer and the Company entered into the Employee Matters Agreement, which is an ancillary agreement to the Separation and Distribution Agreement by and between Pfizer and Viatris, dated as of July 29, 2019 (the "EMA"), to govern the rights and obligations of Pfizer and the Company with respect to employment, compensation, employee benefits and related matters in connection with the Transactions;

WHEREAS, the Company has adopted the Viatris Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "Plan"), pursuant to which Restricted Stock Units ("RSUs") may be granted;

WHEREAS, pursuant to the EMA, at the Distribution Time, the Company shall grant to each Spinco Employee that held a Forfeited Pluto Equity Award immediately prior to the Distribution Time, a number of RSUs pursuant to the Plan equal to the value of each Forfeited Pluto Equity Award (a "Make-Whole Award") pursuant to the terms of the Plan.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Units.

(a) Grant. The Company hereby grants to the Participant a total of [_____] RSUs, on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. Each RSU represents the right to receive one share of the Company's common stock, par value $0.01 per share ("Share"). The RSUs shall be credited to a separate book-entry account maintained for the Participant on the books of the Company.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his or her legal representative in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. Without limiting the foregoing, the Participant acknowledges that the RSUs and any Shares acquired upon settlement of the RSUs are subject to provisions of the Plan under which, in certain circumstances, an adjustment may be made to the number of the RSUs and any Shares acquired upon settlement of the RSUs.

2. Vesting; Settlement.

(a) Vesting. The RSUs shall become 100% vested on [_____] (the "Vesting Date"); provided that the Participant remains continuously employed in active service by the Company or one of its Affiliates from the Date of Grant through the Vesting Date.

(b) Settlement. Except as otherwise provided herein, each vested RSU shall be settled in Shares within 30 days following the Vesting Date.

3. Dividend Equivalents. Each RSU shall be credited with Dividend Equivalents, which shall be withheld by the Company and credited to the Participant's account (either in cash or additional RSUs in the discretion of the Committee). Dividend Equivalents credited to the Participant's account and attributable to a RSU shall be distributed (without interest) to the Participant at the same time as the underlying Share is delivered upon settlement of such RSU and, if such RSU is forfeited, the Participant shall have no right to such Dividend Equivalents. Any adjustments for Dividend Equivalents shall be in the sole discretion of the Committee and Dividend Equivalents shall be paid in cash or Shares in the discretion of the Committee.

4. Tax Withholding. Vesting and settlement of the RSUs shall be subject to the Participant satisfying any applicable U.S. Federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall be entitled, if the Committee deems it necessary or desirable, to withhold (or secure payment from the Participant in lieu of withholding) the maximum amount of any withholding or other tax permitted by law to be withheld. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the RSUs or otherwise the amount of any required withholding taxes in respect of the RSUs, its settlement or any payment or transfer of the RSUs or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes. The Participant may satisfy, in whole or in part, the tax obligations by authorizing the Company to

withhold Shares that would otherwise be deliverable to the Participant upon settlement of the RSUs with a Fair Market Value equal to such withholding liability.

5. Termination of Employment.

(a) Termination of Employment due to Death or Disability. If, on or prior to the Vesting Date, the Participant's employment with the Company and its Affiliates is terminated (1) by the Company or one of its Affiliates due to the Participant's Disability (as defined below), or (2) due to the Participant's death, then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment. Such vested RSUs shall be settled in Shares within 30 days following such termination date. For the avoidance of doubt, this Section 5(a) shall not apply to any death or Disability of the Participant occurring after the date of termination of the Participant's employment for any reason.

(b) Termination of Employment Within Two Years Following the Consummation of the Transactions Contemplated by the BCA. If, on or prior to the Vesting Date and within twenty-four (24) months following the consummation of the Transactions contemplated by the BCA, the Participant's employment with the Company and its Affiliates is terminated (i) by the Company or one of its Affiliates without Cause (defined below) (other than due to death or Disability) or (ii) by the Participant for Good Reason (defined below), then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment, and promptly settled upon vesting, in a manner consistent with Section 2(b).

(c) Other Termination of Employment. If, prior to the Vesting Date, the Participant's employment with the Company and its Affiliates terminates for any reason other than as set forth in Sections 5(a) or 5(b) above (including any termination of employment by the Participant for any reason, or by the Company with or without Cause), then all RSUs shall be cancelled immediately and the Participant shall not be entitled to receive any payments with respect thereto.

6. Change in Control.

(a) In the event of a Change in Control in which no provision is made for assumption or substitution of the RSUs granted hereby in the manner contemplated by Section 11(c) of the Plan, the RSUs, to the extent then unvested, shall automatically be deemed vested as of immediately prior to such Change in Control, and the RSUs shall be settled within 30 days following such Change in Control (or, to the extent the RSUs are deferred compensation subject to Section 409A of the Code, within 30 days following a later payment event permissible under Section 409A of the Code), in Shares, in cash in an amount equal to the number of vested RSUs multiplied by the Fair Market Value of a Share (as of a date specified by the Committee), or in a combination of cash and Shares, as determined by the Committee.

(b) If a Change in Control occurs in which the acquirer assumes or substitutes the RSUs granted hereby in the manner contemplated by Section 11 of the Plan, and within the 24-month period following such Change in Control, the Participant's employment with the

Company and its Affiliates is terminated (i) by the Company or one of its Affiliates without Cause (other than due to death or Disability) or (ii) by the Participant for Good Reason (defined below), then the RSUs, to the extent unvested, shall become fully vested as of the date of
termination of employment, and promptly settled upon vesting, in a manner consistent with Section 2(b).

(c) For purposes of this Agreement, "Good Reason", "Cause" and "Disability" shall have the meanings ascribed to them in (i) the Participant's employment agreement with the Company or one of its subsidiaries, if applicable, or (ii) the Mylan N.V. Severance Plan and Global Guidelines, adopted July 29, 2019, as may be amended.

7. Rights as a Stockholder. The Participant shall not be deemed for any purpose, nor have any of the rights or privileges of, a stockholder of the Company in respect of any Shares underlying the RSUs unless, until and to the extent that (i) the Company shall have issued and delivered to the Participant the Shares underlying the vested RSUs and (ii) the Participant's name shall have been entered as a stockholder of record with respect to such Shares on the books of the Company. The Company shall cause the actions described in clauses (i) and (ii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

8. Compliance with Legal Requirements. The granting and settlement of the RSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable Federal, provincial, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee shall have the right to impose such restrictions on the RSUs as it deems reasonably necessary or advisable under applicable Federal securities laws, the rules and regulations of any stock exchange or market upon which Shares are then listed or traded, and/or any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant. The Participant agrees to take all steps the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of Federal and state securities law in exercising his or her rights under this Agreement.

9. Clawback. The RSUs and/or the Shares acquired upon settlement of the RSUs shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement) to the extent required by applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act); provided that such requirement is in effect at the relevant time, and/or the rules and regulations of any applicable securities exchange or inter-dealer quotation system on which the Shares may be listed or quoted, or if so required pursuant to a written policy adopted by the Company.

10. Miscellaneous.

(a) Transferability. The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under the Plan. Any attempted Transfer of the RSUs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the RSUs, shall be null and void and without effect.

(b) Amendment. The Committee at any time, and from time to time, may amend the terms of this Agreement; provided, however, that the rights of the Participant shall not be materially adversely affected without the Participant's written consent.

(c) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(d) Section 409A. The RSUs are intended to be exempt from, or compliant with, Section 409A of the Code and shall be interpreted accordingly. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the Plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole reasonable discretion and with the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 10(d) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the RSUs or the Shares underlying the RSUs will not be subject to interest and penalties under Section 409A of the Code. Notwithstanding anything to the contrary in the Plan or this Agreement, to the extent that the Participant is a "specified employee" (within the meaning of the Committee's established methodology for determining "specified employees" for purposes of Section 409A of the Code), payment or distribution of any amounts with respect to the RSUs that are subject to Section 409A of the Code will be made as soon as practicable following the first business day of the seventh month following the Participant's "separation from service" (within the meaning of Section 409A of the Code) from the Company and its Affiliates, or, if earlier, the date of the Participant's death.

(e) General Assets. All amounts credited in respect of the RSUs to the book-entry account under this Agreement shall continue for all purposes to be part of the general assets of the Company. The Participant's interest in such account shall make the Participant only a general, unsecured creditor of the Company.

(f) Notices. All notices, requests, consents and other communications to be given hereunder to any party shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been duly given when delivered in person, by telecopy, by nationally recognized overnight courier, or by first-class registered or certified mail, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addresser:

i. if to the Company, to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Facsimile: (724) 514-1533
Attention: Chief Human Resources Officer

ii. if to the Participant, to the Participant's home address on file with the Company.

All such notices, requests, consents and other communications shall be deemed to have been delivered in the case of personal delivery or delivery by telecopy, on the date of such delivery, in the case of nationally recognized overnight courier, on the next business day, and in the case of mailing, on the third business day following such mailing if sent by certified mail, return receipt requested.

(g) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(h) No Rights to Employment. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(i) Fractional Shares. In lieu of issuing a fraction of a Share resulting from an adjustment of the RSUs pursuant to Section 4(c) of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount equal to the Fair Market Value of such fractional share.

(j) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no beneficiary is designated, if the designation is ineffective, or if the beneficiary dies before the balance of a Participant's benefit is paid, the balance shall be paid to the Participant's estate. Notwithstanding the foregoing, however, a Participant's beneficiary shall be determined under applicable state law if such state law does not

recognize beneficiary designations under Awards of this type and is not preempted by laws which recognize the provisions of this Section 10(j).

(k) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(l) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto.

(m) Limitation Of Liability. The Participant agrees that any liability of the officers, the Committee, and the Board of Directors of the Company to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

(n) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

(o) Consent to Jurisdiction; Waiver of Jury Trial. The Participant and the Company (on behalf of itself and its Affiliates) each consents to jurisdiction in the United States District Court for the Western District of Pennsylvania, or if that court is unable to exercise jurisdiction for any reason, the Court of Common Pleas of Washington County, Pennsylvania, and each waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PLAN OR THIS AGREEMENT.

(p) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(q) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile, electronic image scan (pdf) and electronic signature on the Merrill Lynch intranet system), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first written above.

VIATRIS INC.

By: __
Name:
Title:

_____
[Participant Name]

Exhibit 10.1(c)

VIATRIS INC.

RESTRICTED STOCK UNIT
AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement"), dated as of [_____] (the "Date of Grant"), is made by and between Viatris Inc., a Delaware corporation (the "Company"), and [_____] (the "Participant").

WHEREAS, Pfizer Inc. ("Pfizer"), Upjohn Inc. ("Upjohn"), Mylan N.V. ("Mylan") and the other parties thereto entered into a Business Combination Agreement, dated as of July 29, 2019 and as subsequently amended from time to time (the "BCA") to combine Mylan and Upjohn to create the Company (the "Transactions");

WHEREAS, the Company has adopted the Viatris Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "Plan"), pursuant to which Restricted Stock Units ("RSUs") may be granted;

WHEREAS, the Company desires to recognize the Participant's continued efforts in connection with the combination and to incentivize the Participant to remain employed by the Company and its affiliates following the consummation of the Transactions (the "Closing"); and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Units.

(a) Grant. The Company hereby grants to the Participant a total of [_____] RSUs, on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan (the "Retention Grant"). Each RSU represents the right to receive one share of the Company's common stock, par value $0.01 per share ("Share"). The RSUs shall be credited to a separate book-entry account maintained for the Participant on the books of the Company.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his or her legal representative in respect of any questions arising under the Plan or this Agreement. The Participant

acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. Without limiting the foregoing, the Participant acknowledges that the RSUs and any Shares acquired upon settlement of the RSUs are subject to provisions of the Plan under which, in certain circumstances, an adjustment may be made to the number of the RSUs and any Shares acquired upon settlement of the RSUs.

2. Vesting; Settlement.

(a) Vesting. The RSUs shall become vested in two equal installments on each of the second and third anniversaries of the Closing (each, a "Vesting Date"); provided that the Participant remains continuously employed in active service by the Company or one of its Affiliates from the Date of Grant through such Vesting Date.

(b) Settlement. Except as otherwise provided herein, each vested RSU shall be settled in Shares within 30 days following the applicable Vesting Date.

3. Dividend Equivalents. Each RSU shall be credited with Dividend Equivalents, which shall be withheld by the Company and credited to the Participant's account (either in cash or additional RSUs in the discretion of the Committee). Dividend Equivalents credited to the Participant's account and attributable to a RSU shall be distributed (without interest) to the Participant at the same time as the underlying Share is delivered upon settlement of such RSU and, if such RSU is forfeited, the Participant shall have no right to such Dividend Equivalents. Any adjustments for Dividend Equivalents shall be in the sole discretion of the Committee and Dividend Equivalents shall be paid in cash or Shares in the discretion of the Committee.

4. Tax Withholding. Vesting and settlement of the RSUs shall be subject to the Participant satisfying any applicable U.S. Federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall be entitled, if the Committee deems it necessary or desirable, to withhold (or secure payment from the Participant in lieu of withholding) the maximum amount of any withholding or other tax permitted by law to be withheld. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the RSUs or otherwise the amount of any required withholding taxes in respect of the RSUs, its settlement or any payment or transfer of the RSUs or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes. The Participant may satisfy, in whole or in part, the tax obligations by authorizing the Company to withhold Shares that would otherwise be deliverable to the Participant upon settlement of the RSUs with a Fair Market Value equal to such withholding liability.

5. Termination of Employment.

(a) Termination of Employment due to Death or Disability. If, on or prior to an applicable Vesting Date, the Participant's employment with the Company and its Affiliates is terminated (1) by the Company or one of its Affiliates due to the Participant's Disability (defined

below), or (2) due to the Participant's death, then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment. Such vested RSUs shall be settled in Shares within 30 days following such termination date. For the avoidance of doubt, this Section 5(a) shall not apply to any death or Disability of the Participant occurring after the date of termination of the Participant's employment for any reason.

(b) Termination of Employment Without Cause. If, on or prior to an applicable Vesting Date, the Participant's employment with the Company and its Affiliates is terminated by the Company or one of its Affiliates without Cause (defined below) (other than due to death or Disability), then the portion of the RSUs scheduled to vest on the vesting date immediately following such termination of employment shall vest as of the Participant's termination of employment, and promptly be settled upon vesting, in a manner consistent with Section 2(b), and any remaining unvested RSUs shall be cancelled immediately and the Participant shall not be entitled to receive any payments with respect thereto.

(c) Other Termination of Employment. If, prior to the final Vesting Date, the Participant's employment with the Company and its Affiliates terminates for any reason other than as set forth in Sections 5(a) or 5(b) above (including any termination of employment by the Participant for any reason, or by the Company with Cause), then all unvested RSUs shall be cancelled immediately and the Participant shall not be entitled to receive any payments with respect thereto.

6. Change in Control.

(a) In the event of a Change in Control in which no provision is made for assumption or substitution of the RSUs granted hereby in the manner contemplated by Section 11(c) of the Plan, the RSUs, to the extent then unvested, shall automatically be deemed vested as of immediately prior to such Change in Control, and the RSUs shall be settled within 30 days following such Change in Control (or, to the extent the RSUs are deferred compensation subject to Section 409A of the Code, within 30 days following a later payment event permissible under Section 409A of the Code), in Shares, in cash in an amount equal to the number of vested RSUs multiplied by the Fair Market Value of a Share (as of a date specified by the Committee), or in a combination of cash and Shares, as determined by the Committee.

(b) If a Change in Control occurs in which the acquirer assumes or substitutes the RSUs granted hereby in the manner contemplated by Section 11 of the Plan, and within the 24-month period following such Change in Control, the Participant's employment with the Company and its Affiliates is terminated (i) by the Company or one of its Affiliates without Cause (other than due to death or Disability) or (ii) by the Participant for Good Reason (defined below), then the RSUs, to the extent unvested, shall become fully vested as of the date of
termination of employment, and promptly settled upon vesting, in a manner consistent with Section 2(b).

(c) For purposes of this Agreement, "Good Reason", "Cause" and "Disability" shall have the meanings ascribed to them in (i) the Participant's employment agreement with the

Company or one of its subsidiaries, if applicable, or (ii) the Mylan N.V. Severance Plan and Global Guidelines, adopted July 29, 2019, as may be amended.

7. Rights as a Stockholder. The Participant shall not be deemed for any purpose, nor have any of the rights or privileges of, a stockholder of the Company in respect of any Shares underlying the RSUs unless, until and to the extent that (i) the Company shall have issued and delivered to the Participant the Shares underlying the vested RSUs and (ii) the Participant's name shall have been entered as a stockholder of record with respect to such Shares on the books of the Company. The Company shall cause the actions described in clauses (i) and (ii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

8. Compliance with Legal Requirements. The granting and settlement of the RSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable Federal, provincial, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee shall have the right to impose such restrictions on the RSUs as it deems reasonably necessary or advisable under applicable Federal securities laws, the rules and regulations of any stock exchange or market upon which Shares are then listed or traded, and/or any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant. The Participant agrees to take all steps the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of Federal and state securities law in exercising his or her rights under this Agreement.

9. Clawback. The RSUs and/or the Shares acquired upon settlement of the RSUs shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement) to the extent required by applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act); provided that such requirement is in effect at the relevant time, and/or the rules and regulations of any applicable securities exchange or inter-dealer quotation system on which the Shares may be listed or quoted, or if so required pursuant to a written policy adopted by the Company.

10. Miscellaneous.

(a) Transferability. The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under the Plan. Any attempted Transfer of the RSUs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the RSUs, shall be null and void and without effect.

(b) Amendment. The Committee at any time, and from time to time, may amend the terms of this Agreement; provided, however, that the rights of the Participant shall not be materially adversely affected without the Participant's written consent.

(c) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(d) Section 409A. The RSUs are intended to be exempt from, or compliant with, Section 409A of the Code and shall be interpreted accordingly. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the Plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole reasonable discretion and with the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 10(d) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the RSUs or the Shares underlying the RSUs will not be subject to interest and penalties under Section 409A of the Code. Notwithstanding anything to the contrary in the Plan or this Agreement, to the extent that the Participant is a "specified employee" (within the meaning of the Committee's established methodology for determining "specified employees" for purposes of Section 409A of the Code), payment or distribution of any amounts with respect to the RSUs that are subject to Section 409A of the Code will be made as soon as practicable following the first business day of the seventh month following the Participant's "separation from service" (within the meaning of Section 409A of the Code) from the Company and its Affiliates, or, if earlier, the date of the Participant's death.

(e) General Assets. All amounts credited in respect of the RSUs to the book-entry account under this Agreement shall continue for all purposes to be part of the general assets of the Company. The Participant's interest in such account shall make the Participant only a general, unsecured creditor of the Company.

(f) Notices. All notices, requests, consents and other communications to be given hereunder to any party shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been duly given when delivered in person, by telecopy, by nationally recognized overnight courier, or by first-class registered or certified mail, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addresser:

i.if to the Company, to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Facsimile: (724) 514-1533
Attention: Chief Human Resources Officer

ii.if to the Participant, to the Participant's home address on file with the Company.

All such notices, requests, consents and other communications shall be deemed to have been delivered in the case of personal delivery or delivery by telecopy, on the date of such delivery, in the case of nationally recognized overnight courier, on the next business day, and in the case of mailing, on the third business day following such mailing if sent by certified mail, return receipt requested.

(g) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(h) No Rights to Employment. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(i) Fractional Shares. In lieu of issuing a fraction of a Share resulting from an adjustment of the RSUs pursuant to Section 4(c) of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount equal to the Fair Market Value of such fractional share.

(j) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no beneficiary is designated, if the designation is ineffective, or if the beneficiary dies before the balance of a Participant's benefit is paid, the balance shall be paid to the Participant's estate. Notwithstanding the foregoing, however, a Participant's beneficiary shall be determined under applicable state law if such state law does not recognize beneficiary designations under Awards of this type and is not preempted by laws which recognize the provisions of this Section 10(j).

(k) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(l) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto.

(m) Limitation Of Liability. The Participant agrees that any liability of the officers, the Committee, and the Board of Directors of the Company to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

(n) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

(o) Consent to Jurisdiction; Waiver of Jury Trial. The Participant and the Company (on behalf of itself and its Affiliates) each consents to jurisdiction in the United States District Court for the Western District of Pennsylvania, or if that court is unable to exercise jurisdiction for any reason, the Court of Common Pleas of Washington County, Pennsylvania, and each waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PLAN OR THIS AGREEMENT.

(p) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(q) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile, electronic image scan (pdf) and electronic signature on the Merrill Lynch intranet system), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first written above.

VIATRIS INC.

By: __
Name:
Title:

_____
[Participant Name]

Exhibit 10.1(d)

VIATRIS INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement"), dated as of **November 20, 2020** (the "Date of Grant"), is made by and between Viatris Inc., a Delaware corporation (the "Company"), and [_____] (the "Participant"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the EMA (as defined below).

WHEREAS, Pfizer Inc. ("Pfizer"), Upjohn Inc. ("Upjohn"), Mylan N.V. ("Mylan") and the other parties thereto entered into a Business Combination Agreement, dated as of July 29, 2019 and as subsequently amended from time to time (the "BCA") to combine Mylan and Upjohn to create the Company (the "Transactions");

WHEREAS, Pfizer and the Company entered into the Employee Matters Agreement, which is an ancillary agreement to the Separation and Distribution Agreement by and between Pfizer and Viatris, dated as of July 29, 2019 (the "EMA"), to govern the rights and obligations of Pfizer and the Company with respect to employment, compensation, employee benefits and related matters in connection with the Transactions;

WHEREAS, the Company has adopted the Viatris Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "Plan"), pursuant to which Restricted Stock Units ("RSUs") may be granted;

WHEREAS, pursuant to the EMA, at the Distribution Time, the Company shall grant to each Spinco Employee that held a Forfeited Pluto Equity Award immediately prior to the Distribution Time, a number of RSUs pursuant to the Plan equal to the value of each Forfeited Pluto Equity Award (a "Make-Whole Award") pursuant to the terms of the Plan.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Units.

(a) Grant. The Company hereby grants to the Participant a total of [_____] RSUs, on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. Each RSU represents the right to receive one share of the Company's common stock, par value $0.01 per share ("Share"). The RSUs shall be credited to a separate book-entry account maintained for the Participant on the books of the Company.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his or her legal representative in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. Without limiting the foregoing, the Participant acknowledges that the RSUs and any Shares acquired upon settlement of the RSUs are subject to provisions of the Plan under which, in certain circumstances, an adjustment may be made to the number of the RSUs and any Shares acquired upon settlement of the RSUs.

2. Vesting; Settlement.

(a) Vesting. The RSUs shall become 100% vested on [_____] (the "Vesting Date"); provided that the Participant remains continuously employed in active service by the Company or one of its Affiliates from the Date of Grant through the Vesting Date.

(b) Settlement. Except as otherwise provided herein, each vested RSU shall be settled in Shares within 30 days following the Vesting Date.

3. Dividend Equivalents. Each RSU shall be credited with Dividend Equivalents, which shall be withheld by the Company and credited to the Participant's account (either in cash or additional RSUs in the discretion of the Committee). Dividend Equivalents credited to the Participant's account and attributable to a RSU shall be distributed (without interest) to the Participant at the same time as the underlying Share is delivered upon settlement of such RSU and, if such RSU is forfeited, the Participant shall have no right to such Dividend Equivalents. Any adjustments for Dividend Equivalents shall be in the sole discretion of the Committee and Dividend Equivalents shall be paid in cash of Shares in the discretion of the Committee.

4. Tax Withholding. Vesting and settlement of the RSUs shall be subject to the Participant satisfying any applicable U.S. Federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall be entitled, if the Committee deems it necessary or desirable, to withhold (or secure payment from the Participant in lieu of withholding) the maximum amount of any withholding or other tax permitted by law to be withheld. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the RSUs or otherwise the amount of any required withholding taxes in respect of the RSUs, its settlement or any payment or transfer of the RSUs or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes. The Participant may satisfy, in whole or in part, the tax obligations by authorizing the Company to

withhold Shares that would otherwise be deliverable to the Participant upon settlement of the RSUs with a Fair Market Value equal to such withholding liability.

5. Termination of Employment.

(a) Termination of Employment due to Death or Disability. If, on or prior to the Vesting Date, the Participant's employment with the Company and its Affiliates is terminated (1) by the Company or one of its Affiliates due to the Participant's Disability (as defined below), or (2) due to the Participant's death, then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment. Such vested RSUs shall be settled in Shares within 30 days following such termination date. For the avoidance of doubt, this Section 5(a) shall not apply to any death or Disability of the Participant occurring after the date of termination of the Participant's employment for any reason.

(b) Termination of Employment Within Two Years Following the Consummation of the Transactions Contemplated by the BCA. If, on or prior to the Vesting Date and within twenty-four (24) months following the consummation of the Transactions contemplated by the BCA, the Participant's employment with the Company and its Affiliates is terminated (i) by the Company or one of its Affiliates without Cause (defined below) (other than due to death or Disability) or (ii) by the Participant for Good Reason (defined below), then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment, and promptly settled upon vesting, in a manner consistent with Section 2(b).

(c) Other Termination of Employment. If, prior to the Vesting Date, the Participant's employment with the Company and its Affiliates terminates for any reason other than as set forth in Sections 5(a) or 5(b) above (including any termination of employment by the Participant for any reason, or by the Company with or without Cause), then all RSUs shall be cancelled immediately and the Participant shall not be entitled to receive any payments with respect thereto.

6. Change in Control.

(a) In the event of a Change in Control in which no provision is made for assumption or substitution of the RSUs granted hereby in the manner contemplated by Section 11(c) of the Plan, the RSUs, to the extent then unvested, shall automatically be deemed vested as of immediately prior to such Change in Control, and the RSUs shall be settled within 30 days following such Change in Control (or, to the extent the RSUs are deferred compensation subject to Section 409A of the Code, within 30 days following a later payment event permissible under Section 409A of the Code), in Shares, in cash in an amount equal to the number of vested RSUs multiplied by the Fair Market Value of a Share (as of a date specified by the Committee), or in a combination of cash and Shares, as determined by the Committee.

(b) If a Change in Control occurs in which the acquirer assumes or substitutes the RSUs granted hereby in the manner contemplated by Section 11 of the Plan, and within the 24 month period following such Change in Control, the Participant's employment with the Company and its Affiliates is terminated (i) by the Company or one of its Affiliates without

Cause (other than due to death or Disability) or (ii) by the Participant for Good Reason (defined below), then the RSUs, to the extent unvested, shall become fully vested as of the date of termination of employment, and promptly settled upon vesting, in a manner consistent with Section 2(b).

(c) For purposes of this Agreement, "Good Reason", "Cause" and "Disability" shall have the meanings ascribed to them in (i) the Participant's employment agreement with the Company or one of its subsidiaries, if applicable, or (ii) the Mylan N.V. Severance Plan and Global Guidelines, adopted July 29, 2019, as may be amended.

7. Rights as a Stockholder. The Participant shall not be deemed for any purpose, nor have any of the rights or privileges of, a stockholder of the Company in respect of any Shares underlying the RSUs unless, until and to the extent that (i) the Company shall have issued and delivered to the Participant the Shares underlying the vested RSUs and (ii) the Participant's name shall have been entered as a stockholder of record with respect to such Shares on the books of the Company. The Company shall cause the actions described in clauses (i) and (ii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

8. Compliance with Legal Requirements. The granting and settlement of the RSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable Federal, provincial, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee shall have the right to impose such restrictions on the RSUs as it deems reasonably necessary or advisable under applicable Federal securities laws, the rules and regulations of any stock exchange or market upon which Shares are then listed or traded, and/or any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant. The Participant agrees to take all steps the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of Federal and state securities law in exercising his or her rights under this Agreement.

9. Clawback. The RSUs and/or the Shares acquired upon settlement of the RSUs shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement) to the extent required by applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act); provided that such requirement is in effect at the relevant time, and/or the rules and regulations of any applicable securities exchange or inter-dealer quotation system on which the Shares may be listed or quoted, or if so required pursuant to a written policy adopted by the Company.

10. Miscellaneous.

(a) Transferability. The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under the Plan. Any attempted Transfer of the RSUs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the RSUs, shall be null and void and without effect.

(b) Amendment. The Committee at any time, and from time to time, may amend the terms of this Agreement; provided, however, that the rights of the Participant shall not be materially adversely affected without the Participant's written consent.

(c) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(d) Section 409A. The RSUs are intended to be exempt from, or compliant with, Section 409A of the Code and shall be interpreted accordingly. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the Plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole reasonable discretion and with the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 10(d) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the RSUs or the Shares underlying the RSUs will not be subject to interest and penalties under Section 409Aof the Code. Notwithstanding anything to the contrary in the Plan or this Agreement, to the extent that the Participant is a "specified employee" (within the meaning of the Committee's established methodology for determining "specified employees" for purposes of Section 409A of the Code), payment or distribution of any amounts with respect to the RSUs that are subject to Section 409A of the Code will be made as soon as practicable following the first business day of the seventh month following the Participant's "separation from service" (within the meaning of Section 409A of the Code) from the Company and its Affiliates, or, if earlier, the date of the Participant's death.

(e) General Assets. All amounts credited in respect of the RSUs to the book-entry account under this Agreement shall continue for all purposes to be part of the general assets of the Company. The Participant's interest in such account shall make the Participant only a general, unsecured creditor of the Company.

(f) Notices. All notices, requests, consents and other communications to be given hereunder to any party shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been duly given when delivered in person, by telecopy, by nationally recognized overnight courier, or by first-class registered or certified mail, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addresser:

(i) if to the Company, to:

Viatris Inc.

1000 Mylan Boulevard Canonsburg, PA 15317
Facsimile: (724) 514-1533
Attention: Chief Human Resources Officer

(ii) if to the Participant, to the Participant's home address on file with the Company.

All such notices, requests, consents and other communications shall be deemed to have been delivered in the case of personal delivery or delivery by telecopy, on the date of such delivery, in the case of nationally recognized overnight courier, on the next business day, and in the case of mailing, on the third business day following such mailing if sent by certified mail, return receipt requested.

(g) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(h) No Rights to Employment. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(i) Fractional Shares. In lieu of issuing a fraction of a Share resulting from an adjustment of the RSUs pursuant to Section 4(c) of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount equal to the Fair Market Value of such fractional share.

(j) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no beneficiary is designated, if the designation is ineffective, or if the beneficiary dies before the balance of a Participant's benefit is paid, the balance shall be paid to the Participant's estate. Notwithstanding the foregoing, however, a Participant's beneficiary shall be determined under applicable state law if such state

law does not recognize beneficiary designations under Awards of this type and is not preempted by laws which recognize the provisions of this Section 10(j).

(k) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(l) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto.

(m) Limitation Of Liability. The Participant agrees that any liability of the officers, the Committee, and the Board of Directors of the Company to the Participant under this Agreement shall be limited to those actions or failure to take actions which constitute self-dealing, willful misconduct or recklessness.

(n) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

(o) Consent to Jurisdiction; Waiver of Jury Trial. The Participant and the Company (on behalf of itself and its Affiliates) each consents to jurisdiction in the United States District Court for the Western District of Pennsylvania, or if that court is unable to exercise jurisdiction for any reason, the Court of Common Pleas of Washington County, Pennsylvania, and each waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE PLAN OR THIS AGREEMENT.

(p) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(q) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile, electronic image scan (pdf) and electronic signature on the Merrill Lynch intranet system), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Exhibit 10.1(e)

Viatris Inc.
Value Creation Incentive Award

Performance-Based Restricted Stock Unit Award Agreement

Viatris Inc. (the "Company") hereby grants to ROBERT J. COURY (the "Participant"), effective as of November 23, 2020 (the "Grant Date"), the performance-based restricted stock unit award (the "Performance RSUs") as set forth in this Award Agreement. The Performance RSUs are subject to the terms and conditions set forth in this Award Agreement and in the Company's 2020 Stock Incentive Plan (the "Plan"). In the event of any inconsistency between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall govern except to the extent specifically set forth herein. Capitalized terms used but not defined in this Award Agreement (including Exhibit A hereto) shall have the meanings ascribed to them in the Plan or the Participant's employment agreement with the Company dated as of November 20, 2020 (the "Employment Agreement"), as applicable. Notwithstanding the foregoing, the Performance RSUs shall be subject to the terms of the Employment Agreement.

1. Certain Terms of the Performance RSUs.

Total Number of Performance RSUs:	1,600,000
Performance Conditions and Vesting Schedule:	320,000 Performance RSUs (each, a "Performance Tranche") will vest upon the achievement of (i) each of the Threshold Performance Condition, the Base Performance Condition, the Target Performance Condition, the Overachieve Performance Condition and the Stretch Performance Condition (each a "Performance Condition" and as defined in Exhibit A) and (ii) the Service Condition with respect to such Performance Tranche (as defined below) (the date on which a Performance Tranche vests, a "Vesting Date")
Final Vesting Date:	December 30, 2025

2. Grant. The Performance RSUs entitle the Participant, subject to the terms and conditions hereof (including Section 8 of this Award Agreement), to receive from the Company after each applicable Vesting Date a number of Shares equal to the applicable number of Performance RSUs earned upon the achievement of each applicable Performance Condition and Service Condition (the "Earned Shares"). As soon as practicable (but no later than 10 days) following the applicable Vesting Date, the Company shall issue or transfer the Earned Shares to the Participant, which shares shall not be subject to any further vesting requirements. The Company shall evidence the

Shares by book entry. Any Performance RSUs that are not vested on the Final Vesting Date after giving effect to this Section 2, Section 5 or Section 6 shall be forfeited and shall not be eligible to vest under any other section of this Award Agreement, unless the Board and/or any committee thereof having authority over executive compensation considers other performance factors to determine otherwise.

3. Performance Conditions. Except as otherwise provided in this Award Agreement, the Performance Condition shall be deemed satisfied with respect to each applicable Performance Tranche on the achievement of the Threshold Performance Condition, the Base Condition, the Target Performance Condition, the Overachieve Performance Condition and the Stretch Performance Condition, as applicable. The Performance Condition applicable to each Performance Tranche is set forth in Exhibit A.

4. Service Vesting Condition. Notwithstanding any provisions to the contrary in the Plan, except as otherwise provided in Sections 5 or 6 of this Award Agreement, the vesting of the Performance RSUs shall be subject to the Participant's continued employment or service with the Company or its subsidiaries or Affiliates through (a) in the case of the Performance RSUs subject to each of the Threshold Performance Condition, the Base Performance Condition and the Target Performance Condition, the first anniversary of the date of the achievement of the applicable Performance Condition (or, if earlier, the Final Vesting Date) and (b) in the case of the Performance RSUs subject to each of the Overachieve Performance Condition and the Stretch Performance Condition, the Final Vesting Date (the "Service Condition").

5. Change in Control. Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control of the Company:

(a) In the event the Performance RSUs are assumed or substituted in connection with the Change in Control, the Performance RSUs shall remain outstanding and shall continue to vest in accordance with the terms of this Award Agreement. For purposes of this Section 5, the Performance RSUs shall be considered assumed or substituted if, following the Change in Control, the Performance RSUs remain subject to the same terms and conditions that were applicable to the Performance RSUs immediately prior to the Change in Control (including vesting conditions), except that the Participant is instead entitled to receive publicly traded equity securities of the acquiring entity or the ultimate parent company which results from the Change in Control.

(b) In the event the Performance RSUs are not assumed or substituted in connection with a Change in Control, all Performance RSUs shall immediately vest (collectively, the "CIC Earned Shares"). As soon as practicable (but no later than 10 days) following a Change in Control of the Company, the Company shall issue or transfer the CIC Earned Shares to the Participant.

6. Termination of Employment. If the Participant experiences a termination of employment by the Participant with Good Reason, the Participant experiences a termination of employment by the Company without Cause or upon death

or Disability (in each case, as defined in the Employment Agreement), all Performance RSUs shall immediately vest in full, and the Company shall issue or transfer to the Participant any Shares subject to such Performance RSUs as soon as practicable (but no later than 10 days) following such termination of employment.

7. No Other Vesting or Settlement. The Performance RSUs shall not be vested or settled except as provided in Section 2, 5 or 6 of this Award Agreement, unless the Board and/or any committee thereof having authority over executive compensation considers other performance factors to determine otherwise.

8. Expiration and Forfeiture. Any Performance RSUs that are not vested pursuant to Section 2, 5 or 6 of this Award Agreement shall be forfeited on the Final Vesting Date, unless the Board and/or any committee thereof having authority over executive compensation considers other performance factors to determine otherwise. Except as otherwise provided in Section 6 of this Award Agreement, in the event the Participant's employment with the Company or its subsidiaries terminates for any reason at a time when any outstanding Performance RSUs are unvested, such Performance RSUs shall be immediately forfeited, unless the Board and/or any committee thereof having authority over executive compensation considers other performance factors to determine otherwise.

9. Dividend Equivalents; Rights as Shareholder. The Performance RSUs shall accrue dividends in cash in the same amount as are paid with respect to Shares, and the Participant shall be paid such dividends at the time the corresponding Performance RSUs are settled pursuant to this Award Agreement. In the event any Performance RSUs are forfeited, the accrued dividend equivalents with respect to such Performance RSUs shall be forfeited. Except as otherwise provided in this Section 9 of this Award Agreement, the Participant shall have no rights as a shareholder with respect to the Shares covered by the Performance RSUs until the Participant shall become the holder of record with respect to any such Shares.

10. Nontransferability. The Performance RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated ("Transfer"), other than by will or by the laws of descent and distribution, except as provided in the Plan. If any prohibited Transfer, whether voluntary or involuntary, of the Performance RSUs is attempted to be made, or if any attachment, execution, garnishment, or lien shall be attempted to be issued against or placed upon the Performance RSUs, the Participant's right to such Performance RSUs shall be immediately forfeited to the Company, and this Award Agreement shall be null and void with respect to such Performance RSUs.

11. Requirements of Law. The granting of the Performance RSUs and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

12. Administration. This Award Agreement and the Participant's rights hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan, as well as to any provision in the Participant's employment agreement. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement.

13. Continuation of Employment. This Award Agreement shall not confer upon the Participant any right to continuation of employment by the Company or any of its Affiliates, nor shall this Award Agreement interfere in any way with any right of the Company or any of its subsidiaries to terminate the Participant's employment at any time.

14. Plan; Prospectus and Related Documents; Electronic Delivery.

(a) A copy of the Plan will be furnished upon written or oral request made to the Chief Human Resources Officer, Viatris Inc., 1000 Mylan Boulevard, Canonsburg, PA 15317, or at (724) 514-1533.

(b) As required by applicable securities laws, the Company is delivering to the Participant a prospectus in connection with this Award, which delivery is being made electronically. The Participant can access the prospectus on the Merrill Lynch intranet system. A paper copy of the prospectus may also be obtained without charge by contacting the Human Relations Department at the address or telephone number listed above. By executing this Award Agreement, the Participant shall be deemed to have consented to receive the prospectus electronically.

(c) By executing this Award Agreement, the Participant agrees and consents, to the fullest extent permitted by law, in lieu of receiving documents in paper format to accept electronic delivery of any documents that the Company may be required to deliver in connection with the Performance RSUs and any other Awards granted to the Participant under the Plan. Electronic delivery of a document may be via a Company e-mail or by reference to a location on a Company intranet or internet site to which the Participant has access.

15. Amendment, Modification, Suspension, and Termination. The Committee shall have the right at any time in its sole discretion, subject to certain restrictions, to alter, amend, modify, suspend, or terminate the Plan in whole or in part, and the Committee shall have the right at any time in its sole discretion to alter, amend, modify, suspend or terminate the terms and conditions of any Award; provided, however, that no such action shall adversely affect the Participant's Award in any way without the Participant's written consent.

16. Applicable Law. The validity, construction, interpretation, and enforceability of this Award Agreement shall be determined and governed by the laws of

the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law, subject to any provision to the contrary in the Participant's employment agreement.

17. Entire Agreement. Except as set forth in Section 18 of this Award Agreement, this Award Agreement, the Plan, any provision of the Employment Agreement and the rules and procedures adopted by the Committee contain all of the provisions applicable to the Performance RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

18. Compensation Recoupment Policy. Notwithstanding Section 17 of this Award Agreement, the Performance RSUs and Shares delivered or issued upon settlement of the Performance RSUs shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to the Participant and to Awards of this type as of the Grant Date.

19. Section 409A of the Code. The delivery of Shares pursuant to this Award Agreement is intended to comply with Section 409A of the Code, and this Award Agreement shall be interpreted, operated and administered consistent with this intent. Notwithstanding the preceding, the Company makes no representations concerning the tax consequences of this Award Agreement under Section 409A of the Code or any other federal, state, local, foreign or other taxes. Tax consequences will depend, in part, upon the application of the relevant tax law to the relevant facts and circumstances. The Participant should consult a competent and independent tax advisor regarding the tax consequences of this Award Agreement.

20. Limitation of Liability. The Participant agrees that any liability of the officers, the Committee and the Board of the Company to the Participant under this Award Agreement shall be limited to those actions or failure to take action which constitute self dealing, willful misconduct or recklessness.

21. Agreement to Participate. By executing this Award Agreement, the Participant agrees to participate in the Plan, be subject to the provisions of this Award Agreement and to abide by all of the governing terms and provisions of the Plan and this Award Agreement, subject to any provision in the Participant's employment agreement. Additionally, by executing this Award Agreement, the Participant acknowledges that he or she has reviewed the Plan and this Award Agreement, and he or she fully understands all of the rights under the Plan and this Award Agreement, the Company's remedies if the Participant violates the terms of this Award Agreement, and all of the terms and conditions which may limit the Participant's eligibility to retain and receive the Performance RSUs and/or Shares issued pursuant to the Plan and this Award Agreement, subject to any provision in the Participant's employment agreement.

Please refer any questions regarding the Performance RSUs to the Chief Human Resources Officer, Viatris Inc., 1000 Mylan Boulevard, Canonsburg, PA 15317, or at (724) 514-1533.

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[[5516502]]

This Award Agreement is executed on behalf of the Company and the Participant, effective as of the Grant Date set forth above.

Viatris Inc.,

By: /s/ Brian Roman

Name: Brian Roman

Title: Global General Counsel

/s/ Robert J. Coury

Robert J. Coury

[[5516502]]

EXHIBIT A

Performance Conditions

1. The Performance Condition for each applicable Performance Tranche is set forth below:

Performance Tranche	Performance Condition
320,000 Performance RSUs	Absolute TSR of 25% (the "Threshold Performance Condition")
320,000 Performance RSUs	Absolute TSR of 50% (the "Base Performance Condition")
320,000 Performance RSUs	Absolute TSR of 75% (the "Target Performance Condition")
320,000 Performance RSUs	Absolute TSR of 100% (the "Overachieve Performance Condition")
320,000 Performance RSUs	Absolute TSR of 150% (the "Stretch Performance Condition")

2. Definitions. For purposes of this Exhibit A, the following terms have the meanings set forth below.

"Absolute TSR" means the internal rate of return to a holder of Shares from the Initial Share Price to the closing price of Shares on any applicable date (expressed as a percentage), inclusive of dividends and other distributions and adjusted for stock splits or similar changes in capital structure (as reported by Bloomberg L.P. or another recognized source). For purposes of this Award Agreement, an applicable Performance Condition shall be deemed achieved if the Absolute TSR equals or exceeds the applicable Performance Condition on any 10 trading days in any trailing 60 trading day period following the Grant Date and through the Final Vesting Date.

"Initial Share Price" means the closing price of the Shares on the NASDAQ National Market on the Grant Date.

Exhibit 10.34(b)

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "**Agreement**"), is made as of November 5, 2020, by and between Mylan Ireland Limited, a company incorporated in Ireland and Aspen Global Incorporated, a company incorporated in Mauritius (registered number 078138) (collectively, the "**Parties**").

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as September 7, 2020 (the "**Asset Purchase Agreement**");

WHEREAS, the Parties desire to amend the Asset Purchase Agreement, certain of the Ancillary Transaction Agreements and certain schedules to each of the foregoing; and

WHEREAS, pursuant to clause 42 of the Asset Purchase Agreement, the Asset Purchase Agreement may be amended by a written instrument specifically referring to the Asset Purchase Agreement and executed in the same manner as the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

a. Definitions

. Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Asset Purchase Agreement.

ARTICLE 2.

AMENDMENT OF ASSET PURCHASE AGREEMENT

a. Amendment to the definition of "Data Room". The definition of Data Room recorded in the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"**Data Room**" means those documents, information and materials listed in the Agreed Form data room index attached to the Disclosure Letter, which documents, information and materials will be delivered to the Purchaser by, or on behalf of, the Seller within thirty (30) days of the Completion Date. Such delivery to be by way of a secure electronic link nominated by the Seller and acceptable to the Purchaser, acting reasonably."

b. Amendment to clause 3.23 of the Asset Purchase Agreement. Clause 3.23 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"Completion is conditional upon between the Effective Date and 5 November 2020, there shall not have occurred, and be continuing, any Material Adverse Effect."

c. Amendment to clause 3.25 of the Asset Purchase Agreement. Clause 3.25 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"[Reserved]"

d. Amendment to clause 3.27 of the Asset Purchase Agreement. Clause 3.27 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"[Reserved]"

e. Amendment to clause 4 of the Asset Purchase Agreement. A new clause 4.4(K) shall be added to the Asset Purchase Agreement as follows:

"Any matter or action reasonably necessary to procure the revocation, withdrawal and cessation of the de-commercialisation process initiated by Aspen in respect of the Aspen Retained De-Commercialised Products listed on Exhibit A hereto, including in Bulgaria and Romania."

f. Amendment to clause 5 of the Asset Purchase Agreement. A new clause 5.6 shall be added to the Asset Purchase Agreement as follows:

"The Parties shall allocate the Net Economic Benefit of the Commercialisation Business for the period commencing 1 November 2020 and terminating on the Completion Date in accordance with the provisions of Schedule 25."

g. Amendment to clause 9.1 of the Asset Purchase Agreement. Clause 9.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"Completion shall take place on 27 November 2020 (the "**Completion Date**")."

h. Satisfaction of Conditions Precedent. The Parties hereby acknowledge and agree that (i) there are no remaining conditions precedent to Completion, including those conditions set forth in Clause 3 of the Asset Purchase Agreement, and all such conditions shall be deemed satisfied, and (ii) at the Completion Time, all signature pages to all Ancillary Transaction Agreements shall be deemed to have been delivered by Purchaser to Seller, and by Seller to Purchaser, in each case without any further action by any Party, thus making each such Ancillary Transaction Agreement effective.

i. Amendment to clause 9.4(A) of the Asset Purchase Agreement. Clause 9.4(A) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"A first installment of two hundred and sixty three million one hundred and fifty eight thousand Euros (€263,158,000) on 6 November 2020. Such first installment to be paid to the Seller's Bank Account by CHAPS transfer for same day value; and"

j. Amendment to clause 24.1(A) of the Asset Purchase Agreement. Clause 24.1(A) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

"for the period of three (3) years after the Effective Date or such shorter period as may be the maximum permitted under Applicable Laws, it shall not, and shall procure that each member of the Aspen Group shall not (for as long as the relevant entity remains a member of the Aspen Group), in the Territory, either on its own account or carry on or be engaged, concerned or interested, directly or indirectly, whether as a voting shareholder, director, partner, agent or otherwise, in any business that directly or indirectly Commercialises any Competing Product. Neither this Clause 24.1(A) nor any other term of this Agreement shall restrict or limit the Seller or any other member of the Aspen Group rights to (i) Manufacture products that have the same or substantially the same indications and/or formulations to the Products anywhere in the world (including the Territory) for Commercialisation by third parties anywhere in the world (including the Territory); (ii) Manufacture products which contain the same API or have the same or substantially the same indications and/or formulations to the Products anywhere in the world (including the Territory) for Commercialisation by the Seller or any member of the Aspen Group in the Retained Territory; or (iii) Commercialise the Products in the Retained Territory;"

k. Deletion of Paragraph 1.2(B) of Schedule 3 to the Asset Purchase Agreement. Paragraph 1.2(B) of Schedule 3 to the Asset Purchase Agreement is deleted in its entirety.

l. Amendments to Schedules to the Asset Purchase Agreement.

1. The Products listed on Exhibit A hereto are hereby added to Schedule 8 to the Asset Purchase Agreement and shall be "Products" for all purposes under the Asset Purchase Agreement and the Ancillary Transaction Agreements.

2. Schedule 7 to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the updated Schedule 7, as set forth in Exhibit B hereto.

3. Schedule 9 to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the updated Schedule 9, as set forth in Exhibit C hereto.

4. Schedule 10 to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the updated Schedule 10, as set forth in Exhibit D hereto.

5. Schedule 18 to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the updated Schedule 18, as set forth in Exhibit E hereto.

6. Schedule 20 to the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the updated Schedule 20, as set forth in Exhibit F hereto.

7. The language set forth on Exhibit G hereto amends Schedule 21 to the Asset Purchase Agreement.

8. The language set forth on Exhibit H hereto is hereby added to Schedule 23 to the Asset Purchase Agreement.

m. The insertion of a new Schedule 25 to the Asset Purchase Agreement. Exhibit L hereto is added as a new Schedule 25 to the Asset Purchase Agreement.

n. Amendments to Schedules to the Supply Agreement.

9. The information set forth on Exhibit I hereto is hereby added to Schedule 1 to the Supply Agreement.

10. The information set forth on Exhibit J hereto is hereby added to Schedule 3 to the Supply Agreement.

11. The information set forth on Exhibit K hereto is hereby added to the Appendices to Product Schedules to the Supply Agreement.

o. Amendments to Schedules to the Distribution and Supply Agreement.

12. The information set forth on Exhibit M hereto is hereby added to Schedule 1 to the Distribution and Supply Agreement.

13. The information set forth on Exhibit N hereto is hereby added to Schedule 2 of the Distribution and Supply Agreement.

ARTICLE 3.

MISCELLANEOUS

a. Interpretation. The term "Agreement" as used in the Asset Purchase Agreement shall be deemed to refer to the Asset Purchase Agreement as amended hereby.

b. Entire Agreement; Binding Effect. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement shall not constitute an amendment or waiver of any provision of the Asset Purchase Agreement not expressly referred to herein. The Asset Purchase Agreement shall remain in full force and effect as amended hereby. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

c. Governing Law and Jurisdiction. This Agreement, the jurisdiction clause contained in it and all non-contractual obligations arising in any way whatsoever out of or in connection with this Agreement are governed by, construed and take effect in accordance with the laws of England and Wales without giving effect to conflict of laws principles law. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the High Court of England located in London for any proceeding arising out of, under or in connection with this Agreement, the transactions contemplated hereby or any disputes relating hereto (and such Party agrees not to commence any such proceeding except in such courts). Each Party irrevocably and unconditionally waives any objection to the laying of venue of any such

proceeding in the High Court of England located in London and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such proceeding brought in any such court has been brought in an inconvenient forum.

d. Counterparts

. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. This Agreement and any amendments hereto, to the extent signed and delivered by means of electronic reproduction (*e.g.*, portable document format (.pdf)), shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in Person. At the request of a Party, the other Party shall re-execute original forms thereof and deliver them to the Party who made the said request.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Signed by Peter McCormick)
for and on behalf of)
MYLAN IRELAND LIMITED) /s/ Peter McCormick
) Authorised Signatory

[Signature Page to Amendment No. 1 to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Signed by Sameer Kassem)
for and on behalf of)
ASPEN GLOBAL INCORPORATED) /s/ Samer Kassem
) Authorised Signatory

Exhibit G
Schedule 21 to the Asset Purchase Agreement

1. A new paragraph 5 is inserted into this Schedule 21 to read:

"5. **Part 5 –Specific Arrangements**

5.1 The Parties agree that the Commercialisation Business Assets will transfer to the relevant Affiliate of the Purchaser with effect from the Employee Transfer Date. Notwithstanding, the relevant Affiliate of the Seller shall bear the entire wage costs (including applicable benefits and pension accruals) for all Employees to be Transferred by Law until 30 November 2020. The relevant Affiliate of the Purchaser shall bear the relevant wage costs (including applicable benefits and pension accruals) for all Employees to be Transferred by Law with effect from 1 December 2020 and shall have responsibility for the payroll process for all Employees to be Transferred by Law as of the payroll process in December 2020."

2. A new paragraph 6 is inserted into this Schedule 21 to read:

"6. **Part 6 – German Specific Arrangements**

6.1 The Parties agree that in Germany, twenty-eight (28) employees have been determined to be part of the Commercialisation Business Assets and will transfer by law to the relevant Affiliate of the Purchaser at the Employee Transfer Date. To the extent that these twenty-eight (28) employees do not object to the transfer of their employment relationship, the number of twenty-eight (28) Employees to be Transferred by Law shall be calculated against the number of seventy-four (74) in accordance with Paragraph 1.5 of this Schedule 21. If in Germany less than 28 Employees to be Transferred by Law actually transfer to the relevant Affiliate of the Purchaser, such lower number of employees shall be counted against the number of seventy-four (74) in accordance with Paragraph 1.5 of this Schedule 21.

6.2 The Purchaser shall be obliged to reimburse the Seller for any payment resulting from the obligation to pay the demography amount of EUR 750 per employee according to the collective agreement on working life and demography dated 22 November 2019 and per year since 2016 until 30 November 2020 with respect to all Employees to be Transferred by Law and/or any Subsequent Transferring Employee, unless the employee entitlements for the aforementioned demography amount obligation is not due, owing or payable by either the Seller or the Purchaser."

Exhibit 10.2

[Pfizer Inc. Letterhead]

February 6, 2020
Confidential
Sanjeev Narula
235 East 42nd Street
New York, NY 10017
Re: Clarification and Amendment of Upjohn Retention and Incentive Program Letter

Dear Sanjeev:

As you know, Pfizer Inc. ("Pfizer"), Upjohn Inc. ("Upjohn") and Mylan N.V. ("Mylan"), among other parties, entered into a Business Combination Agreement, dated July 29, 2019, to combine Upjohn and Mylan (the "Combination") to form Viatris Inc. ("Viatris"). You are or will be employed by an entity that will be conveyed to Viatris in connection with the Combination and will, therefore, become a colleague of Viatris upon the Close Date.

You are also a participant in the Upjohn Retention and Incentive Program (the "Program") established in connection with the pursuit of strategic opportunities for the Upjohn business as set forth in the letter to you regarding the Program dated June 25, 2019 (the "June Letter"). The terms of the Program are set forth in the June Letter. The terms of the June Letter continue to apply, as clarified and amended by this letter. Any terms not defined herein shall have the meanings as set forth in the June Letter.

Retention Award:

The terms provided in the section of the June Letter entitled "Retention Award" are unchanged, except to state that if you are involuntarily terminated by Upjohn or Viatris without Cause (as defined in the Pfizer Senior Leadership Council Separation Plan (the "SLC Plan")) prior to the ninetieth (90th) day after the Close Date, you will be entitled to the Retention Award.

The Retention Award is payable in a lump sum within ninety (90) days following the Close Date (or, if earlier, within 2.5 months following the end of the taxable year in which your employment is terminated). Please note that the Retention Award will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance plan or program maintained by Pfizer or Viatris. Notwithstanding anything to the contrary in this letter or in the June Letter, you will not be eligible for the Retention Award if you voluntarily resign from your employment with Pfizer, Upjohn or Viatris for any reason prior to the ninetieth (90th) day following the Close Date

(other than in connection with your transfer to Viatris), whether or not you are offered a "comparable" position (as described below).

Position Elimination/No Go Forward Role:

In the event that prior to the ninetieth (90^{th}) day following the Close Date you are notified that you will not have a role with Viatris or are assigned or designated to a go forward role with Viatris (without your written consent) that is not "comparable" to your current position or whose main work location increases your commute by more than 50 miles relative to both your current domestic work location (e.g., New York) and current expatriate work location, if applicable, you will become an Affected Colleague, and you will be treated as described below. For purposes of determining whether a role is "comparable" for purposes of this letter, your reporting relationship and the number of direct reports as of the date of your termination of employment shall not be considered and, for the avoidance of doubt, an increase in the size and scope of your role (i.e., a promotion) shall be considered "comparable". A position will not be considered "comparable" if it is not within the permitted relocation distance. The determination of whether a position is "comparable" or within the permitted relocation distance shall be made in good faith by a committee comprised of Viatris employees with representation by both legacy Upjohn and legacy Mylan employees (the "Administrative Committee").

In addition, if your "comparable" job is changed within two years following the Close Date such that it ceases to be "comparable" you will also become an Affected Colleague and will be treated as described below if you choose to resign from Viatris within ninety (90) days of the job change (subject to the Cure Period, as described below).

1. Severance – If you are an Affected Colleague and you have not accepted in writing a position with Viatris, you will be entitled to severance as set forth below.
2. Repatriation – You will be repatriated to your home location by Viatris on terms consistent with the terms of the Pfizer Expatriate Program and the June Letter.
3. Continued Employment – In consideration for the increase in severance as set forth below, the Continued Employment provision of the June Letter is eliminated.

Acceptance of a New Role with Pfizer:

In consideration for the increase in severance benefits as set forth below, Pfizer has agreed that, without the permission of Viatris, it will not solicit or offer to hire or hire you prior to the later of the second anniversary of (A) the Close Date and (B) in the case of any severance-qualifying separation hereunder, the date of your separation from Viatris (such applicable period, the "Restriction Period"). For purposes of clarity, acceptance of a role with Pfizer (with permission of Viatris, as required) after your termination from Viatris will have no impact on your rights to severance or the Retention Award from Viatris.

Severance:

The section of the June Letter entitled "Severance" is hereby deleted and replaced with the following:

If you (A) are not assigned or designated to a position with comparable scope, responsibilities and pay by Viatris within ninety (90) days following the Close Date; or (B) are involuntarily separated from service (including from any position that you have accepted in writing, whether or not such position is comparable) by Viatris other than for Cause within two (2) years following the Close Date, you will be eligible for severance to be paid by Viatris equal to two (2) times the sum of: (i) your base salary as of the date of termination (without regard to any reduction in your base salary entitling you to terminate service and receive severance pursuant to this paragraph) and (ii) the highest annual bonus paid by Pfizer, Upjohn or Viatris in respect of the four calendar years preceding the date of termination (even if paid in a later year). In addition, and for the avoidance of doubt, any Viatris long-term incentive award granted to make up for your Pfizer long-term incentive awards that are forfeited on the Close Date shall vest upon a severance-qualifying termination of employment. For purposes of this letter, an involuntary separation from service other than for Cause will include your resignation effective between ninety (90) days and two (2) years following the Close Date due to a change in the terms and conditions of your employment with Viatris without your written consent such that your position is no longer "comparable", provided that you provide written notice to Viatris of the existence of the condition or conditions causing your position not to be "comparable" within ninety (90) days following the initial existence of such condition or conditions, specifying in reasonable detail the condition or conditions, and Viatris will have thirty (30) days following receipt of such written notice (the "Cure Period") during which it may remedy the condition or conditions. If Viatris fails to remedy such condition or conditions during the Cure Period, your separation from service with Viatris must occur, if at all, within thirty (30) days following the expiration of the Cure Period (or, if later, on the ninetieth (90^{th}) day following the Close Date).

Severance will be payable by Viatris consistent with the terms of (including the timing contemplated by) the SLC Plan or successor plan established by Viatris to assume/administer severance benefits to legacy Pfizer/Upjohn colleagues. All interpretations hereunder will be determined by the Administrative Committee. In addition, for all purposes under this letter, the receipt of any severance benefits is subject to your execution and non-revocation of a release agreement waiving claims relating to your employment with Upjohn, Viatris and Pfizer and in a form prescribed by Viatris (the "Release"), provided that such Release will not include restrictive covenants more restrictive than those to which you are otherwise subject in connection with your employment with Pfizer and/or Viatris.

If you are a non-U.S.-based Affected Colleague, the aforementioned terms will apply, except that the severance payable will be reduced by the value of any local severance, separation benefits and/or severance indemnity paid pursuant to local law and policy. In the event that such local severance benefits are greater than benefits otherwise payable to you under this letter, you will receive the full value of the local severance benefits but no additional severance pursuant to this letter, in exchange for your execution of the Release. Nothing in this letter is intended to provide duplication of benefits.

Upon your termination from Viatris you may not provide services (as an employee or consultant) to Pfizer during the Restriction Period without the permission of Viatris Head of Human Resources. If Viatris gives you permission to provide services to Pfizer before the end of the
Restriction Period, your severance will not be impacted although the timing of receipt of certain Pfizer benefits, as determined by Pfizer's SVP Total Rewards in consultation with Pfizer Legal, may be impacted.

Section 409A Compliance:

This letter and the June Letter are intended to satisfy the requirements of Section 409A of the Internal Revenue Code ("Section 409A") with respect to amounts subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent. Any payments that qualify for the "short-term deferral" exception, the separation pay exception or another exception under Section 409A will be paid under the applicable exception. All payments to be made upon a termination of employment under this letter or the June Letter may only be made upon a "separation from service" under Section 409A to the extent necessary in order to avoid the imposition of penalty taxes on you pursuant to Section 409A. In no event may you, directly or indirectly, designate the calendar year of any payment under this letter or the June Letter, and to the extent required by Section 409A, any payment that may be paid in more than one taxable year (depending on the time that you execute the Release) will be paid in the later taxable year.

Notwithstanding any other provision of this letter or the June Letter to the contrary, if you are considered a "specified employee" for purposes of Section 409A, any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A that is otherwise due to you under this letter or the June Letter during the six-month period immediately following your separation from service (as determined in accordance with Section 409A) on account of your separation from service will be accumulated and paid to you on the first business day of the seventh month following your separation from service (the "Delayed Payment Date"), to the extent necessary to prevent the imposition of tax penalties on you under Section 409A. If you die between the date of your separation from service and the Delayed Payment Date, the amounts and entitlements delayed on account of Section 409A will be paid to the personal representative of your estate on the first to occur of the Delayed Payment Date and 30 calendar days after the date of your death.

Please sign below to express your acceptance of the terms and conditions set forth in this letter and return it to me.

This letter is not intended to set forth all of the terms and conditions of your employment with Pfizer or Viatris, and except as otherwise set forth herein, the June Letter remains in full force and effect.

Please feel free to call me with any questions you may have.
Sincerely,

/s/ Steve Pennacchio
Steve Pennacchio
SVP – Total Rewards Pfizer Inc.

Agreed and Accepted:

/s/ Sanjeev Narula	February 6, 2020
Sanjeev Narula	Date

Exhibit 10.3

[Pfizer Inc. Letterhead]

June 25, 2019

Confidential

Sanjeev Narula
235 East 42nd Street
New York, NY 10017

Re: Upjohn Retention and Incentive Program

Dear Sanjeev:

On behalf of Pfizer Inc (together with its subsidiaries and affiliates, collectively referred to herein, as "Pfizer" or the "Company"), we are pleased to inform you that based on your current role on the Upjohn Leadership Team, and your skills, expertise and experience, the Company has determined to provide you with a special retention and incentive program in connection with the pursuit of strategic opportunities for the Upjohn business (referred to herein as "Upjohn"). The terms of this retention and incentive program are set forth in this letter. Please review the terms and, if you accept, please sign the letter and return a signed copy to me.

Retention Award:

Consistent with the ordinary course of business, you will be offered a one-time cash retention award ("Retention Award") in the amount of $1,000,000, less applicable deductions and withholdings as required by law. The Retention Award will be paid in one lump sum payment approximately ninety (90) days after the closing date of a transaction for the Upjohn business ("Close Date"), provided that you either: (i) remain continuously employed through the ninetieth (90th) day after the Close Date or (ii) you are involuntarily terminated without Cause before the ninetieth (90th) day after the Close Date. If you voluntarily resign from Pfizer before the ninetieth (90th) day after the Close Date, you will not be eligible for the Retention Award. Please note that the Retention Award will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance program maintained by Pfizer.

Position Elimination/No Go Forward Role:

In the event Pfizer, Upjohn or the successor to Upjohn determines that you no longer have a role with Upjohn or the successor to Upjohn ("Affected Colleague"), you will be treated as follows:

Repatriation – an Affected Colleague on a global assignment or secondment will be repatriated to their home country on a date to be determined by Pfizer, but, to the extent possible, with due consideration given to school schedule issues for minor children, and subject to any local legal requirements and restrictions.

Continued Employment – An Affected Colleague will remain employed by Pfizer for up to one (1) year following the Close Date at your current compensation. During the continued employment period: (i) you will need to be available for any projects that may be assigned to you by Pfizer, (ii) you will be eligible for a GPP bonus consistent with your Upjohn target level and subject to the terms and conditions of the applicable GPP plan, and (iii) you will not be eligible for any long-term incentive award.

Acceptance of a New Role with Pfizer:

If you accept a new role with Pfizer after the Close Date or during the continued employment period referenced above, the grade, target and pay level for the new role will be consistent with the level determined by Pfizer for that role.

Severance:

If you (i) have not been offered a role with comparable scope, responsibilities and pay by Upjohn, or a successor to Upjohn within ninety (90) days of the Close Date, or (ii) you have not been offered a comparable role with Pfizer before the end of the continued employment period referenced above, you will be involuntarily separated from employment with Pfizer. Upon your separation from Pfizer, you will be eligible for severance under the Senior Leadership Council Separation Plan at your legacy Upjohn grade, target and pay level. Severance will be payable upon your separation from Pfizer on the earlier of: 1) the first anniversary of the Close Date or 2) your voluntary resignation between the Close Date and the first anniversary of the Close Date but subject to the execution of a release agreement in a form prescribed by Pfizer.

If you are a non US-based colleague, and you (i) have not been offered a role with comparable scope, responsibilities and pay by Upjohn, or a successor to Upjohn, or (ii) you have not received a role with Pfizer before the end of the continued employment period referenced above, you will be involuntarily separated from employment with Pfizer. Upon your separation from Pfizer, you will be eligible for severance in an amount equal to one year’s base salary and target bonus reduced by the value of all local severance, separation benefits and severance indemnity paid pursuant to local law and policy. In the event that the local benefits noted above are greater than one year’s base salary and target bonus, you will receive the full value of the local severance benefits but no other severance.

Section 409A Compliance:

This offer is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to amounts subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent.

Please sign below to express your acceptance of the terms and conditions set forth in this agreement and return it to me.

This letter is not intended to set forth all of the terms and conditions of your employment with Pfizer, as those items will be addressed in other communications from the Company.

Please feel free to call me with any questions you may have.

Sincerely,

/s/ Steve Pennacchio
Steve Pennacchio
SVP – Total Rewards Pfizer Inc.

Agreed and Accepted:

/s/ Sanjeev Narula	June 25, 2019
Sanjeev Narula	Date

Exhibit 10.4

[Pfizer Inc. Letterhead]

June 26, 2019

Confidential Michael Goettler 235 East 42nd Street
New York, NY 10017

Re: Upjohn Retention and Incentive Program

Dear Michael:

On behalf of Pfizer Inc (together with its subsidiaries and affiliates, collectively referred to herein, as "Pfizer" or the "Company"), we are pleased to inform you that based on your current role on the Upjohn Leadership Team, and your skills, expertise and experience, the Company has determined to provide you with a special retention and incentive program in connection with the pursuit of strategic opportunities ("Transaction") for the Upjohn business (referred to herein as "Upjohn"). The terms of this retention and incentive program are set forth in this letter. Please review the terms and, if you accept, please sign the letter and return a signed copy to me.

Retention Award:
Consistent with the ordinary course of business, you will be offered a cash retention award ("Retention Award") in the amount of $1,500,000, less applicable deductions and withholdings as required by law. The Retention Award will be paid in one lump sum payment on the earlier of:

(i) sixty (60) days following the announcement of a Transaction or
(ii) December 1, 2019, provided a Transaction is signed prior to the payment date and contingent on your continued employment through the payment date.

If you voluntarily resign from Pfizer before the payment date, you will not be eligible for the Retention Award. Please note that the Retention Award will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance program maintained by Pfizer.

Position Elimination/No Go Forward Role:
In the event Pfizer, Upjohn or the successor to Upjohn determines that you no longer have a role with Upjohn or the successor to Upjohn ("Affected Colleague"), you will be treated as follows:

Repatriation – an Affected Colleague on a global assignment or secondment will be repatriated to their home country on a date to be determined by Pfizer, but, to the extent possible, with due consideration given to school schedule issues for minor children, and subject to any local legal requirements and restrictions.

Continued Employment – An Affected Colleague will remain employed by Pfizer for up to one (1) year following the Close Date at your current compensation. During the continued employment period: (i) you will need to be available for any projects that may be assigned to you by Pfizer, (ii) you will be eligible for a GPP bonus consistent with your Upjohn target level and subject to the terms and conditions of the applicable GPP plan, and (iii) you will not be eligible for any long-term incentive award.

Acceptance of a New Role with Pfizer:
If you accept a new role with Pfizer after the Close Date or during the continued employment period referenced above, the grade, target and pay level for the new role will be consistent with the level determined by Pfizer for that role.

Severance:
If you (i) have not been offered a role with comparable scope, responsibilities and pay by Upjohn, or a successor to Upjohn within ninety (90) days of the Close Date, or (ii) you have not been offered a comparable role with Pfizer before the end of the continued employment period referenced above, you will be involuntarily separated from employment with Pfizer. Upon your separation from Pfizer, you will be eligible for severance under the Executive Leadership Team Separation Plan at your legacy Upjohn grade, target and pay level. Severance will be payable upon your separation from Pfizer as a lump sum in the 7th month following your termination date.

Section 409A Compliance:
This offer is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to amounts subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent.

Please sign below to express your acceptance of the terms and conditions set forth in this agreement and return it to me.

This letter is not intended to set forth all of the terms and conditions of your employment with Pfizer, as those items will be addressed in other communications from the Company.

Please feel free to call me with any questions you may have.

Sincerely,

/s/ Steve Pennacchio

Steve Pennacchio SVP – Total Rewards Pfizer Inc.

Agreed and Accepted:

/s/ Michael Goettler June 26, 2019
Michael Goettler Date

Exhibit 10.5

[Pfizer Letterhead]

July 29, 2019

Confidential
Michael Goettler
235 East 42nd Street
New York, NY 10017

Re: Upjohn Deal Completion Bonus

Dear Michael:

On behalf of Pfizer Inc (together with its subsidiaries and affiliates, collectively referred to herein, as "Pfizer" or the "Company"), we are pleased to inform you that the Company has determined to provide you with a special "Deal Completion Bonus" ("Bonus"). This Bonus is tied to your continued leadership of Upjohn and the successful completion of a "Qualifying Transaction", as defined below. The Bonus shall become due and payable only if each of the terms set forth herein are met. Please note that this letter is intended to supplement the letter dated June 26, 2019 relating to Upjohn Retention and Incentive Program and all provisions of that letter remain unchanged.

For purposes of this letter and the Bonus, "Qualifying Transaction" means the entry by Pfizer, prior to December 31, 2019, into a definitive agreement with a third party that contemplates either (1) the spin-off or split-off of its Upjohn business to Pfizer shareholders and concurrent combination with such third party, or (2) the sale or other disposition of its Upjohn business to such third party.

For the avoidance of doubt, (a) an IPO, spin-off and/or split-off by Pfizer of its Upjohn business not involving concurrent combination with a third party shall not constitute a Qualifying Transaction for purposes of this agreement and (b) no Bonus shall be payable if a definitive agreement is executed for a Qualifying Transaction but such Qualifying Transaction is never consummated.

Upjohn Deal Completion Bonus
Provided that you are continuously employed by Upjohn or a successor company through the closing of a Qualifying Transaction, upon the closing of a Qualifying Transaction, you will receive the Bonus in the amount of $1,000,000, less applicable deductions and withholdings as required by law within 60 days of the closing of the Qualifying Transaction.

If you voluntarily resign from Pfizer, are terminated for Cause before the payment date or any of the terms set forth herein are not met, you will not be eligible for the Bonus.

Please note that the Bonus will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance program maintained by Pfizer, Upjohn or its successor(s).

Section 409A Compliance:
This offer is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to amounts subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent.

This letter is not intended to set forth all the terms and conditions of your employment with Pfizer, as those items will be addressed in other communications from the Company.

The terms of the Deal Completion Bonus are set forth in this letter. Please review the terms and, if you accept, please sign the letter and return a signed copy to me.

Please feel free to call me with any questions you may have.

Sincerely,

/s/ Steve Pennacchio
Steve Pennacchio
SVP – Total Rewards
Pfizer Inc.

Agreed and Accepted:

/s/ Michael Goettler July 29, 2019
Michael Goettler Date

Exhibit 10.6

December 3, 2020

Michael Goettler
c/o Viatris Inc.
1000 Mylan Boulevard
Canonsburg, Pennsylvania 15317

Dear Mr. Goettler:

As you know, Upjohn Inc. ("Upjohn") and Mylan N.V. ("Mylan") consummated the combination of Mylan and Upjohn pursuant to the Business Combination Agreement between Pfizer Inc., Upjohn, Mylan and the other parties thereto to create Viatris Inc. ("Viatris"), a new champion for global health, on November 16, 2020 (the "Closing Date"). This letter (the "Severance Letter") sets forth our mutual agreement regarding your rights upon a termination of employment from Viatris.

1. Severance. In the event you are terminated by Viatris without Cause (as such term is defined in the Mylan N.V. Severance Plan and Global Guidelines, adopted July 2019), you will be entitled to receive a severance payment equal to (i) the Severance Multiple multiplied by (ii) the sum of your base salary and target annual bonus in effect at the time of such termination. For purposes of this Severance Letter, the Severance Multiple means two (2) in the event of a termination on or prior to the first anniversary of the Closing Date and two and a half (2.5) thereafter. For the avoidance of doubt, you acknowledge and agree that upon termination of your employment with Viatris, you are required to immediately resign from the Board of Directors of Viatris and its affiliates or subsidiaries and any officer positions with Viatris and its affiliates or subsidiaries. The severance hereunder, if applicable, will be paid to you in the form of installments over a period of two (2) years or two and a half (2.5) years, as applicable, on Viatris' normal payroll dates, beginning no later than 60 days after your termination date, subject to your execution and non-revocation of the customary Viatris release of claims agreement signed by similarly situated senior executive officers.

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

3. Section 409A. It is intended that the provisions of this Severance Letter are exempt from the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Section 409A"), and all provisions of this Severance Letter will be construed and interpreted in a manner consistent with the foregoing and the requirements for avoiding taxes or penalties under Section 409A. For purposes of this Severance Letter, each amount to be paid or benefit to be provided will be construed as a separate identified payment for purposes of Section 409A, and any payments described in Section 1 that are due within the "short term deferral period" as defined in Section 409A will not be treated as deferred compensation unless applicable law requires otherwise. This

Severance Letter may be executed in two or more counterparts (including by facsimile of PDF), each of which will be deemed an original but all of which will constitute one and the same instrument.

Notwithstanding any other provision of this Severance Letter to the contrary, if you are considered a "specified employee" for purposes of Section 409A, any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A that is otherwise due to you under this Severance Letter during the six-month period immediately following your separation from service (as determined in accordance with Section 409A) on account of your separation from service will be accumulated and paid to you on the first business day of the seventh month following your separation from service (the "Delayed Payment Date"), to the extent necessary to prevent the imposition of tax penalties on you under Section 409A. If you die between the date of your separation from service and the Delayed Payment Date, the amounts and entitlements delayed on account of Section 409A will be paid to the personal representative of your estate on the first to occur of the Delayed Payment Date and 30 calendar days after the date of your death.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Severance Letter effective as of the day and year first written above.

VIATRIS INC.

By: /s/ Brian Roman__

Name: Brian Roman
Title: Global General Counsel

Accepted and Agreed:

/s/ Michael Goettler_

Michael Goettler

Exhibit 10.7

December 3, 2020

Rajiv Malik
c/o Mylan Inc.
1000 Mylan Boulevard
Canonsburg, Pennsylvania 15317

Re: Retention Agreement

Dear Mr. Malik:

As you know, Mylan N.V. ("Mylan") and Upjohn Inc. ("Upjohn") consummated the combination of Mylan and Upjohn pursuant to the Business Combination Agreement between Pfizer Inc., Upjohn, Mylan and the other parties thereto to create Viatris Inc. (the "Company"), a new champion for global health, on November 16, 2020. In recognition of your efforts in connection with the consummation of the combination (the "Closing"), and in order to incentivize you to remain employed with the Company and its affiliates, the Company hereby grants you the following retention bonus opportunity.

1. Retention Bonus Opportunity. If you remain an active full-time employee of the Company or its affiliates through the expiration of the 24-month period beginning on the day following the date of Closing (the "Vesting Date"), you will receive a cash payment equal to $10,950,000 (the "Retention Bonus"), representing the cash amount you would receive upon a termination of employment as of the Closing under Section 5(a) of your Transition and Succession Agreement with Mylan Inc., dated as of January 31, 2007, as has been or may be amended from time to time (the "Transition and Succession Agreement"), which will be paid to you in a lump sum on or about the first payroll date following the Vesting Date; provided, however, that in the event you receive any severance payments or severance benefits pursuant to Section 5(a) of your Transition and Succession Agreement, you will not be entitled to receive the Retention Bonus. In no event will you receive the Retention Bonus if your employment terminates for any reason prior to the Vesting Date. For the avoidance of doubt, in the event of a qualifying termination of employment (e.g., a termination without Cause, a termination due to Death or Disability or a resignation for Good Reason, each as defined in your Transition and Succession Agreement) on or prior to the 24-month anniversary of the date of

payments and benefits pursuant to your Transition and Succession Agreement, in accordance with the terms of such agreement, subject to your execution of a general release of claims against the Company and its affiliates and such release becoming effective and irrevocable no later than 60 days following the date of termination.

2. Section 280G Matters. The parties hereto acknowledge and agree that in consideration of the benefits provided under this letter agreement and for other good and valuable consideration, Section 8 of the Transition and Succession Agreement is hereby amended and restated in its entirety as follows:

"Notwithstanding any other provision of this Agreement or any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies:

(a) In the event it is determined by an independent nationally recognized public accounting firm, which is engaged and paid for by the Company prior to the consummation of any transaction constituting a Change of Control (which for purposes of this Section 8 shall mean a change in ownership or control as determined in accordance with the regulations promulgated under Section 280G of the Code), which accounting firm shall in no event be the accounting firm for the entity seeking to effectuate the Change of Control (the "Accountant"), which determination shall be certified by the Accountant, that part or all of the consideration, compensation or benefits to be paid to the Executive under this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies constitute "parachute payments" under Section 280G(b)(2) of the Code, then, if the aggregate present value of such parachute payments, singularly or together with the aggregate present value of any consideration, compensation or benefits to be paid to the Executive under any other plan, arrangement or agreement which constitute "parachute payments" (collectively, the "Parachute Amount") exceeds the maximum amount that would not give rise to any liability under Section 4999 of the Code, the amounts constituting "parachute payments" which would otherwise be payable to the Executive or for his benefit shall be reduced to the maximum amount that would not give rise to any liability under Section 4999 of the Code (the "Reduced Amount"); provided that such amounts shall not be so reduced if the Accountant determines that without such reduction the Executive would be entitled to receive and retain, on a net after-tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than the amount, on a net after-tax basis, that the Executive would be entitled to retain upon receipt of the Reduced Amount. In connection with making determinations under this Section 8(a), the Accountant shall take into account any positions to mitigate any excise taxes payable under Section 4999 of the Code, such as the value of any reasonable compensation for services to be rendered by the Executive before or after the Change of Control, including any amounts payable to the Executive following the Executive's Termination of Employment with respect to any non-competition provisions that may apply to the Executive, and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

(b) If the determination made pursuant to Section 8(a) results in a reduction of the payments that would otherwise be paid to the Executive except for the application of Section 8(a), the Company shall promptly give the Executive notice of such determination. Such reduction in payments shall be first applied to reduce any cash payments that the Executive would otherwise be entitled to receive (whether pursuant to this Agreement or otherwise) and shall thereafter be applied to reduce other payments and benefits, in each case, in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination, unless, to the extent permitted by Section 409A of the Code, the Executive elects to have the reduction in payments applied in a different order; provided that, in no event may such payments be reduced in a manner that would result in subjecting the Executive to additional taxation under Section 409A of the Code.

(c) As a result of the uncertainty in the application of Sections 280G and 4999 of the Code at the time of a determination hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies which should not have been so paid or distributed (each, an "Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies could have been so paid or distributed (each, an "Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accountant, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountant believes has a high probability of success, determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the Executive's benefit shall be repaid by the Executive to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which the Executive is subject to tax under Sections 1 and 4999 of the Code or generate a refund of such taxes. In the event that the Accountant, based on controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the Executive's benefit together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code."

3. Retirement Benefit Agreement; Tax Equalization. The parties hereto acknowledge and agree that in consideration of the benefits provided under this letter agreement and for other good and valuable consideration, the amount payable pursuant to the Retirement Benefit Agreement, dated as of August 31, 2009, between you and Mylan Inc. (the "Retirement Benefit Agreement"), shall be frozen as of the date hereof in an amount equal to $5,342,449 (representing the amount that you would receive in connection with your retirement as of the Closing) and that such amount shall not increase or decrease (including based on changes in your compensation, age or applicable interest rates) following the Closing. In addition, in consideration of the benefits provided under this letter agreement and

for other good and valuable consideration, you shall cease to receive the tax equalization benefits you have historically received based on your expatriate assignment from India to the United States.

4. Employee Covenants. For the avoidance of doubt, you shall remain bound by the confidentiality, non-solicitation, non-competition and any other restrictive covenants to which you are subject pursuant to the Transition and Succession Agreement, the Executive Employment Agreement between you and Mylan Inc., dated as of February 25, 2019, and the "Agreement Relating to Patents, Copyrights, Inventions, Confidentiality and Proprietary Information" between you and Mylan Inc. and any and all amendments and supplements thereto, and any other plans or agreements of or between you and the Company or any of its affiliates.

5. Withholding; Not an Employment Agreement. Please note that the Retention Bonus will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance plan or program maintained by the Company. Nothing herein shall constitute an employment contract or employment agreement or a guarantee of continued employment. All payments hereunder are subject to withholdings and deductions as required by applicable law. You are solely liable for all taxes, including federal, state, local or foreign income, employment and social security taxes, and tax penalties that may arise in connection with this letter agreement (including any taxes arising under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")), and none of the Company or its affiliates shall have any obligation to indemnify or otherwise hold you harmless from any or all such taxes.

6. Section 409A. It is intended that the provisions of this letter agreement comply with Section 409A of the Code, and all provisions of this letter agreement shall be construed and interpreted in a manner consistent with Section 409A of the Code.

7. Governing Law. This letter agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Pennsylvania, without regard to its principles of conflicts of laws.

8. Amendments. This letter agreement may not be modified or amended except in writing signed by each of the parties hereto.

[remainder of page intentionally left blank]

We thank you for your dedicated service and look forward to your continued service during this exciting time.

Very truly yours,

VIATRIS INC.

By: /s/ Brian Roman
Name: Brian Roman
Title: Global General Counsel

Acknowledged and accepted:

/s/ Rajiv Malik
RAJIV MALIK

Exhibit 10.8

December 3, 2020

Anthony Mauro
c/o Mylan Inc.
1000 Mylan Boulevard
Canonsburg, Pennsylvania 15317

Re: Retention Agreement

Dear Mr. Mauro:

As you know, Mylan N.V. ("Mylan") and Upjohn Inc. ("Upjohn") consummated the combination of Mylan and Upjohn pursuant to the Business Combination Agreement between Pfizer Inc., Upjohn, Mylan and the other parties thereto to create Viatris Inc. (the "Company"), a new champion for global health, on November 16, 2020. In recognition of your efforts in connection with the consummation of the combination (the "Closing"), and in order to incentivize you to remain employed with the Company and its affiliates, the Company hereby grants you the following retention bonus opportunity.

1. Retention Bonus Opportunity. If you remain an active full-time employee of the Company or its affiliates through the expiration of the 24-month period beginning on the day following the date of Closing (the "Vesting Date"), you will receive a cash payment equal to $5,619,921 (the "Retention Bonus"), representing the cash amount you would receive upon a termination of employment as of the Closing under Section 5(a) of your Transition and Succession Agreement with Mylan Inc., dated as of February 25, 2008, as has been or may be amended from time to time (the "Transition and Succession Agreement"), which will be paid to you in a lump sum on or about the first payroll date following the Vesting Date; provided, however, that in the event you receive any severance payments or severance benefits pursuant to Section 5(a) of your Transition and Succession Agreement, you will not be entitled to receive the Retention Bonus. In no event will you receive the Retention Bonus if your employment terminates for any reason prior to the Vesting Date. For the avoidance of doubt, in the event of a qualifying termination of employment (e.g., a termination without Cause, a termination due to Death or Disability or a resignation for Good Reason, each as defined in your Transition and Succession Agreement) on or prior to the 24-month anniversary of the date of Closing, you will remain eligible to receive the severance payments and benefits pursuant to your Transition and Succession Agreement, in accordance with the terms of such agreement, subject to your execution of a general release of claims

against the Company and its affiliates and such release becoming effective and irrevocable no later than 60 days following the date of termination.

2. Section 280G Matters. The parties hereto acknowledge and agree that in consideration of the benefits provided under this letter agreement and for other good and valuable consideration, Section 8 of the Transition and Succession Agreement is hereby amended and restated in its entirety as follows:

"Notwithstanding any other provision of this Agreement or any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies:

(a) In the event it is determined by an independent nationally recognized public accounting firm, which is engaged and paid for by the Company prior to the consummation of any transaction constituting a Change of Control (which for purposes of this Section 8 shall mean a change in ownership or control as determined in accordance with the regulations promulgated under Section 280G of the Code), which accounting firm shall in no event be the accounting firm for the entity seeking to effectuate the Change of Control (the "Accountant"), which determination shall be certified by the Accountant, that part or all of the consideration, compensation or benefits to be paid to the Executive under this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies constitute "parachute payments" under Section 280G(b)(2) of the Code, then, if the aggregate present value of such parachute payments, singularly or together with the aggregate present value of any consideration, compensation or benefits to be paid to the Executive under any other plan, arrangement or agreement which constitute "parachute payments" (collectively, the "Parachute Amount") exceeds the maximum amount that would not give rise to any liability under Section 4999 of the Code, the amounts constituting "parachute payments" which would otherwise be payable to the Executive or for his benefit shall be reduced to the maximum amount that would not give rise to any liability under Section 4999 of the Code (the "Reduced Amount"); provided that such amounts shall not be so reduced if the Accountant determines that without such reduction the Executive would be entitled to receive and retain, on a net after-tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than the amount, on a net after-tax basis, that the Executive would be entitled to retain upon receipt of the Reduced Amount. In connection with making determinations under this Section 8(a), the Accountant shall take into account any positions to mitigate any excise taxes payable under Section 4999 of the Code, such as the value of any reasonable compensation for services to be rendered by the Executive before or after the Change of Control, including any amounts payable to the Executive following the Executive's Termination of Employment with respect to any non-competition provisions that may apply to the Executive, and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

(b) If the determination made pursuant to Section 8(a) results in a reduction of the payments that would otherwise be paid to the Executive except for the application of Section 8(a), the Company shall promptly give the Executive notice

of such determination. Such reduction in payments shall be first applied to reduce any cash payments that the Executive would otherwise be entitled to receive (whether pursuant to this Agreement or otherwise) and shall thereafter be applied to reduce other payments and benefits, in each case, in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination, unless, to the extent permitted by Section 409A of the Code, the Executive elects to have the reduction in payments applied in a different order; provided that, in no event may such payments be reduced in a manner that would result in subjecting the Executive to additional taxation under Section 409A of the Code.

(c) As a result of the uncertainty in the application of Sections 280G and 4999 of the Code at the time of a determination hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies which should not have been so paid or distributed (each, an "Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement or under any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies could have been so paid or distributed (each, an "Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accountant, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountant believes has a high probability of success, determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the Executive's benefit shall be repaid by the Executive to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which the Executive is subject to tax under Sections 1 and 4999 of the Code or generate a refund of such taxes. In the event that the Accountant, based on controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the Executive's benefit together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code."

3. Employee Covenants. For the avoidance of doubt, you shall remain bound by the confidentiality, non-solicitation, non-competition and any other restrictive covenants to which you are subject pursuant to the Transition and Succession Agreement, the Executive Employment Agreement between you and Mylan Inc., dated as of February 25, 2019, and the "Agreement Relating to Patents, Copyrights, Inventions, Confidentiality and Proprietary Information" between you and Mylan Inc. and any and all amendments and supplements thereto, and any other plans or agreements of or between you and the Company or any of its affiliates.

4. Withholding; Not an Employment Agreement. Please note that the Retention Bonus will not be taken into consideration for any purpose under any pay-based benefit, compensation or severance plan or program maintained by the Company. Nothing

herein shall constitute an employment contract or employment agreement or a guarantee of continued employment. All payments hereunder are subject to withholdings and deductions as required by applicable law. You are solely liable for all taxes, including federal, state, local or foreign income, employment and social security taxes, and tax penalties that may arise in connection with this letter agreement (including any taxes arising under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")), and none of the Company or its affiliates shall have any obligation to indemnify or otherwise hold you harmless from any or all such taxes.

5. Section 409A. It is intended that the provisions of this letter agreement comply with Section 409A of the Code, and all provisions of this letter agreement shall be construed and interpreted in a manner consistent with Section 409A of the Code.

6. Governing Law. This letter agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Pennsylvania, without regard to its principles of conflicts of laws.

7. Amendments. This letter agreement may not be modified or amended except in writing signed by each of the parties hereto.

[remainder of page intentionally left blank]

We thank you for your dedicated service and look forward to your continued service during this exciting time.

Very truly yours,

Viatris Inc.

By: /s/ Brian Roman
Name: Brian Roman
Title: Global General Counsel

Acknowledged and accepted:

/s/ Anthony Mauro
ANTHONY MAURO

Exhibit 10.9

This Executive Employment Agreement (this "Agreement") is entered into on November 20, 2020, by and between Viatris Inc. (the "Company") and Robert J. Coury (the "Executive").

RECITALS:

WHEREAS, pursuant to the Business Combination Agreement, dated as of July 29, 2019 (the "Business Combination Agreement"), as amended, by and among Pfizer Inc., Upjohn Inc., Mylan N.V. and the other parties thereto, Executive became Executive Chairman of the Company upon consummation of the transactions contemplated by the Business Combination Agreement; and

WHEREAS, the Company and Executive wish to set forth the terms of his employment as Executive Chairman, effective as of November 16, 2020 (the "Effective Date").

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. Employment of Executive; Position and Duties. The Executive shall serve as Chairman of the Board of Directors of the Company (the "Board") and shall be employed by the Company as "Executive Chairman". In the role of Executive Chairman, the Executive shall have such duties, roles and responsibilities consistent with such position, including but not limited to those described on Schedule A hereto, or as are otherwise agreed upon from time to time by the Executive and the Board. The Executive shall report directly to the Board. The Executive's principal work location will be the Company's office located in Los Angeles, California, but the Executive acknowledges that he will be required to engage in substantial domestic and international travel in accordance with the Company's business needs from time to time.

2. Effective Date; Term of Employment. This Agreement shall commence and be effective as of the Effective Date, and shall terminate at the close of business on December 31, 2025 (the "Term"), unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement of the parties (the period during which the Executive is employed pursuant to this Agreement, the "Term of Employment").

3. Executive's Compensation. During the Term of Employment, the Executive's compensation shall include the following:

(a) Annual Base Salary. The Executive's annual base salary as of the Effective Date shall be equal to $1,800,000, payable in accordance with the Company's normal payroll practices for its executive officers. The Executive's base salary may be increased from time to time at the discretion of the Board (or any committee thereof having authority over executive compensation) and once increased may not be decreased.

The base salary as in effect from time to time in accordance with this Agreement shall be referred to as the "Base Salary."

(b) Annual Bonus. The Executive shall be eligible to participate in the Company's annual executive incentive or bonus plan (or the corresponding plan of any parent, subsidiary or affiliate), with the opportunity to receive an annual award in respect of each fiscal year of the Company ending during the Term of Employment in accordance with the terms and conditions of such plan and based on the achievement of pre-determined performance metrics that are no less favorable than those established for other senior executives of the Company, with a minimum target bonus opportunity equal to 150% of the highest Base Salary during such year. In no event will the Company exercise negative discretion to reduce the Executive's bonus below the amount payable based on the achievement of the pre-determined performance metrics. Such bonus shall be paid no later than March 15th of the year following the year in which the annual award is no longer subject to a substantial risk of forfeiture, which, unless otherwise agreed to in writing by the parties, shall be the last day of the applicable performance year (subject to confirmation that the applicable performance goals have been achieved as of such date).

(c) Annual Long-Term Incentive Compensation. During the Term of Employment, the Executive shall receive annual grants of long-term incentive awards with a grant date value equal to 600% of the Base Salary pursuant to the long-term incentive and equity plans of the Company (or the corresponding plan of any parent, subsidiary or affiliate). The type of awards granted each year shall be consistent with the grants awarded to other members of senior management and the vesting criteria (including upon termination of employment) shall be consistent with the terms applicable to long-term incentive awards granted to the Executive during his previous tenure as Executive Chairman of Mylan N.V.

(d) One-Time Award. In recognition of the Executive's strategic leadership of Mylan N.V. prior to the consummation of the transactions contemplated by the Business Combination Agreement, the Executive's outstanding performance in connection with the consummation of the transactions contemplated by the Business Combination Agreement and the Executive's willingness to serve as Executive Chairman to lead the strategy for Viatris and his expected leadership, direction and efforts following the closing of the Business Combination Agreement, the Executive shall receive a lump-sum cash payment of $10 million, which shall be payable no later than the first payroll date following the Effective Date.

(e) Value Creation Incentive Award. The Executive shall be granted 1.6 million performance-based restricted stock units (the "Value Creation Incentive Award") in accordance with the terms of the award agreement attached hereto as Schedule B (the "Award Agreement").

(f) Chairman Retention RSUs. The unvested portion of the Executive's Chairman Retention RSUs (as defined in the letter agreement dated June 3, 2016,

between Mylan N.V. and Executive) shall remain eligible for continued vesting in accordance with the terms of the Chairman Retention RSUs and this Agreement.

(g) Fringe Benefits and Expense Reimbursement. The Executive shall receive such benefits and perquisites of employment as were provided to the Executive immediately prior to the Executive's retirement from the Company in 2016; provided, however, that the Executive shall participate in the Company's benefit plans and programs on no less favorable terms than the Company's other senior executives. Because of persistent and serious security concerns, the Executive shall be entitled to usage of the Company's aircraft for the Executive and the Executive's family for business and personal purposes. The Company shall reimburse the Executive for all ordinary and necessary business expenses in accordance with established Company policy and procedures.

4. Confidentiality. The Executive recognizes and acknowledges that the business interests of the Company and its subsidiaries, parents and affiliates (collectively, the "Affiliated Companies") require a confidential relationship between the Affiliated Companies and the Executive and the fullest protection and confidential treatment of the financial data, customer information, supplier information, market information, marketing and/or promotional techniques and methods, pricing information, purchase information, sales policies, employee lists, policy and procedure information, records, advertising information, computer records, trade secrets, know-how, plans and programs, sources of supply and other knowledge of the business of the Affiliated Companies (all of which are hereinafter jointly termed "Confidential Information") which have or may in whole or in part be conceived, learned or obtained by the Executive in the course of the Executive's employment with the Company or service on the Board of the Company and Mylan N.V. Accordingly, the Executive agrees to keep secret and treat as confidential all Confidential Information whether or not copyrightable or patentable, and agrees not to knowingly use or aid others in learning of or using any Confidential Information except in the ordinary course of business and in furtherance of the Affiliated Companies' interests. During the Term of Employment and at all times thereafter, except insofar as the Executive believes in good faith that disclosure is consistent with the Affiliated Companies' business interests:

(a) The Executive will not knowingly disclose any Confidential Information to anyone outside the Affiliated Companies;

(b) The Executive will not make copies of or otherwise knowingly disclose the contents of documents containing or constituting Confidential Information;

(c) As to documents which are delivered to the Executive or which are made available to him as a necessary part of the working relationships and duties of the Executive within the business of the Affiliated Companies, the Executive will treat such documents confidentially and will treat such documents as proprietary and confidential, not to be knowingly reproduced, disclosed or used without appropriate authority of the Affiliated Companies;

(d) The Executive will not knowingly advise others that the information and/or know-how included in Confidential Information is known to or used by the Affiliated Companies; and

(e) The Executive will not in any manner knowingly disclose or use Confidential Information for the Executive's own account and will not knowingly aid, assist or abet others in the use of Confidential Information for their account or benefit, or for the account or benefit of any person or entity other than the Affiliated Companies.

The obligations set forth in this paragraph are in addition to any other agreements the Executive may have with the Company and any and all rights the Company may have under state or federal statutes or common law. Anything herein to the contrary notwithstanding, the provisions of this Section 4 shall not apply (i) when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order the Executive to disclose or make accessible any information, (ii) with respect to any other litigation, arbitration or mediation involving this Agreement or other agreement between the Executive or the Company or any Affiliated Company, including, but not limited to, the enforcement of any such agreement, (iii) as to information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 4 or (iv) as to information that is or becomes available to the Executive on a non-confidential basis from a source which is entitled to disclose it to the Executive.

Nothing in or about this Agreement prohibits the Executive from: (i) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), maintaining the confidentiality of a claim with the Securities and Exchange Commission (the "SEC"), (ii) providing Confidential Information or information about this Agreement or any Affiliated Company to the SEC, or providing the SEC with information that would otherwise violate any section of this Agreement, to the extent permitted by Section 21F of the Exchange Act, (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company or (iv) receiving a monetary award as set forth in Section 21F of the Exchange Act.

The Executive is advised that the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information or information about this Agreement or any Affiliated Company that constitutes a trade secret to which the Defend Trade Secrets Act (18 U.S.C. § 1833(b)) applies that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

5. Non-Competition and Non-Solicitation. The Executive agrees that during the Term of Employment and for a period ending two (2) years, in the case of clauses (a) and (b), or one (1) year, in the case of clause (c), after the Executive ceases to be employed by the Affiliated Companies (a "Termination of Employment") for any reason:

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

(b) The Executive will not either for himself or for any other person, partnership, firm, company, corporation or other entity, contact, solicit, divert or take away any of the customers or suppliers of the Affiliated Companies.

(c) The Executive will not (i) solicit, entice or otherwise induce any employee of the Affiliated Companies to leave the employ of the Affiliated Companies for any reason whatsoever, (ii) knowingly aid, assist or abet any other person or entity in soliciting or hiring any employee of the Affiliated Companies or (iii) otherwise interfere with any contractual or other business relationships between the Affiliated Companies and their employees.

6. Severability. Should a court of competent jurisdiction determine that any section or sub-section of this Agreement is unenforceable because one or all of them are vague or overly broad, the parties agree that this Agreement may and shall be enforced to the maximum extent permitted by law. It is the intent of the parties that each section and sub-section of this

Agreement be a separate and distinct promise and that unenforceability of any one subsection shall have no effect on the enforceability of another.

7. Injunctive Relief. The parties agree that in the event of the Executive's material violation of Sections 4 and/or 5 of this Agreement or any subsection thereunder, that the damage to the Company will be irreparable and that money damages will be difficult or impossible to ascertain. Accordingly, in addition to whatever other remedies the Company may have at law or in equity, the Executive recognizes and agrees that the Company shall be entitled to a temporary restraining order and a temporary and permanent injunction enjoining and prohibiting any acts not permissible pursuant to this Agreement.

8. Termination of Employment.

(a) Resignation. The Executive may resign from employment, whether or not the Executive resigns from the Board in connection with such resignation, without Good Reason (as defined below) at any time upon thirty (30) days written notice to the Company. During the thirty (30)-day period following the date on which the Executive gives notice, the Executive will make himself available to continue to perform the duties specified on Schedule A and will use his reasonable best efforts to effect a smooth and effective transition to the person (if any) who will replace the Executive. The Company reserves the right to accelerate the effective date of the Executive's resignation. Notwithstanding the foregoing, if Executive resigns with Good Reason (as defined below), he shall be entitled to resign immediately upon written notice to the Company and without any obligation to provide transition services. If the Executive resigns without Good Reason (whether during or after the Term of Employment), then the Executive shall be provided with wages and benefits through the effective date of the Executive's resignation and any vested benefits payable to the Executive under plans and agreements of the Company or any Affiliated Company and any amounts payable to Executive under any agreement between the Executive and any of the Affiliated Companies (collectively the "Accrued Benefits").

The Executive will continue to be bound by all provisions of this Agreement that survive the Executive's Termination of Employment.

(b) Termination for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" shall mean the occurrence after the Effective Date of: (i) the Executive's willful and continued gross neglect of duties under this Agreement (other than resulting from incapacity due to physical or mental illness or following the Executive's delivery of a notice of termination for Good Reason (as defined herein)), (ii) the willful commission by the Executive of a felony that is materially and demonstrably injurious to the Company or the Affiliated Companies or (iii) the willful engaging by the Executive in gross misconduct in connection with his employment with the Company that is materially and demonstrably injurious to the Company or the Affiliated Companies which, in the case of clauses (i) and (iii), has not been cured within 30 days after a written notice is delivered to the Executive by the Board that specifically identifies the manner in which the Board

believes that the Executive has willfully and continuously grossly neglected his duties under this Agreement or has willfully engaged in gross misconduct in connection with his employment with the Company that is materially and demonstrably injurious to the Company or the Affiliated Companies. No act, or failure to act, on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without the belief that the Executive's action or omission was in the best interests of the Company or the Affiliated Companies. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company or the Affiliated Companies shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company or the Affiliated Companies. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel for the Executive, to be heard before the Board), finding that, in the good faith opinion of the Board, Cause exists and specifying the particulars thereof in detail. In the event of a dispute concerning the existence of "Cause," any claim by the Executive that "Cause" does not exist shall be presumed correct unless the Company establishes to a court of competent jurisdiction that Cause exists by clear and convincing evidence. If the Executive is terminated for Cause (at any time, whether during or after the Term of Employment), then the Executive shall be provided with the Accrued Benefits.

(c) Termination of Employment by the Executive With Good Reason or by the Company Without Cause or Upon Expiration of the Term. If the Executive experiences a Termination of Employment by the Executive with Good Reason or the Executive experiences a Termination of Employment by the Company without Cause (in either case at any time, whether during or after the Term of Employment) or the Executive experiences a Termination of Employment upon expiration of the Term, whether or not the Executive resigns from the Board in connection with such termination, then:

(i) the Executive shall be paid (A) the Accrued Benefits, (B) an amount (the "Severance Amount") equal to three (3) times the Executive's "Annual Cash Compensation," as hereafter defined, and (C) a prorated annual bonus for the fiscal year in which the Executive's Termination of Employment occurs (the "Pro Rata Bonus"), such Pro Rata Bonus to be determined by reference to the bonus that the Executive would have earned under Section 3(b) based on actual performance for the relevant fiscal year had the Executive's employment not terminated, with the resulting amount pro-rated to reflect the number of days elapsed in the fiscal year, through and including the date on which the Executive's Termination of Employment occurs. The Severance Amount shall be paid in a lump sum within ten days after the date of the Executive's Termination of Employment, and the Pro-Rata Bonus shall be paid at the time such annual bonus

would have been paid had the Executive remained employed. For purposes of this Section 8(c)(i), the Executive's "Annual Cash Compensation" shall mean the sum of (I) the Executive's Base Salary as in effect immediately prior to such termination or, if earlier, immediately prior to the first act constituting Good Reason hereunder plus (II) the higher of (x) the highest annual bonus awarded to the Executive following the Effective Date and (y) the Executive's full target bonus for the year of termination;

(ii) for three years following such Termination of Employment (the "Welfare Benefit Continuation Period"), the Company shall continue to provide benefits to the Executive and/or the Executive's dependents at least equal to those that were provided to them (taking into account any required employee contributions, co-payments and similar costs imposed on the Executive and the Executive's dependents and the tax treatment of participation in the plans, programs, practices and policies by the Executive and the Executive's dependents) by or on behalf of the Company and/or any affiliate in accordance with the benefit plans, programs, practices and policies (including those provided in Section 3(g) or otherwise under this Agreement) in effect immediately prior to the Executive's Termination of Employment or, if more favorable to the Executive, as in effect any time thereafter with respect to the chief executive officer of the Company and his or her dependents; provided, however, that, if the Executive becomes reemployed with another employer and is eligible to receive such benefits under another employer provided plan, program, practice or policy, the medical and other welfare benefits described herein shall be secondary to those provided under such other plan, program, practice or policy during such applicable period of eligibility (the "Welfare Benefit Continuation Payments"). For the avoidance of doubt, following the Welfare Benefit Continuation Period, the Executive shall participate in the 2007 Supplemental Health Insurance Plan for Certain Key Executives of Mylan Laboratories Inc. (the "Supplemental Health Insurance Plan") on the terms and conditions set forth in such plan, and shall make premium contributions on the same basis as other participants in such plan. The parties agree to cooperate such that the Welfare Benefit Continuation Payments and the benefits provided under the Supplemental Health Insurance Plan are, to the extent practicable, provided in a manner so as to minimize adverse tax consequences to the Company under Section 4980D of the Internal Revenue Code of 1986, as amended (the "Code"). In the event the Executive and/or the Executive's dependents are no longer eligible to participate in any plan, program, practice or policy following such Termination of Employment that were provided to them prior to such Termination of Employment as contemplated by this Section 8(c)(ii) or the Supplemental Health Insurance Plan, the Company shall reimburse the Executive for the cost for him to obtain substantially comparable benefits for himself and his dependents;

(iii) (A) all then outstanding equity-based awards held by the Executive (including the Chairman Retention RSUs) shall become fully vested, exercisable

and free of restrictions (with any performance-based awards payable at deemed target level achievement) and (B) all then outstanding stock options previously granted to the Executive shall remain exercisable for the maximum term prescribed under the terms of the applicable stock option grant (clauses (A) and (B), collectively, the "Equity Award Acceleration"). To the extent any such equity-based awards are subject to Section 409A of the Code, they shall be paid or settled at the earliest time permissible that would not result in the imposition of any tax or tax penalty under Section 409A of the Code;

(iv) notwithstanding the foregoing and anything to the contrary in this Agreement, any outstanding portion of the Value Creation Incentive Award shall be treated in accordance with the terms of the Award Agreement and shall vest in full;

(v) the Executive will continue to be bound by all provisions of this Agreement that survive Termination of Employment.

"Good Reason" shall mean: (i) the assignment to the Executive of any duties inconsistent in any respect with the Executive's position as Executive Chairman (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 1 of this Agreement, or any other diminution in such position (or removal from such position), authority, duties, responsibilities or conditions of employment (whether or not occurring solely as a result of the Company ceasing to be a publicly traded entity or becoming a subsidiary or a division of a publicly traded entity), in each case excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive, (ii) a reduction in Executive's Base Salary, target annual bonus or target long-term incentive award opportunity as in effect from time to time, (iii) failure to nominate the Executive as a member of the Board, removal of the Executive from (or failure to re-elect the Executive to) the position of Executive Chairman of the Board or the appointment of an individual other than the Executive to serve as Chairman of the Board, (iv) any failure by the Company to comply with any of the provisions of Section 3 of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive, (v) the Company's requiring the Executive to be based at any office or location without the consent of the Executive, (vi) any failure by the Company to comply with and satisfy Section 16 of this Agreement or (vii) any other breach of this Agreement by the Company, excluding for this purpose an isolated, insubstantial and inadvertent breach that is not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Executive.

The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder. In connection with any dispute regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to a

court of competent jurisdiction that Good Reason does not exist by clear and convincing evidence.

(d) Death. The employment of the Executive shall automatically terminate upon the Executive's death. Upon such Termination of Employment as a result of death (at any time, whether during or after the Term of Employment), the Company shall pay or provide to the Executive's estate or beneficiaries (i) the Accrued Benefits, (ii) a pro-rated target annual bonus (the "Pro Rata Target Bonus") equal to (I) the target bonus for the year in which Termination of Employment occurs, multiplied by (II) a fraction, the numerator of which shall be the number of days elapsed in such fiscal year through and including the date on which the Executive's Termination of Employment occurs, and the denominator of which shall be the number 365, (iii) the Severance Amount reduced (but not below zero) by any death benefits to which the Executive's estate or beneficiaries are entitled pursuant to plans or arrangements of the Company (the "Modified Severance Amount"), (iv) the Welfare Benefit Continuation Payments and (v) the Equity Award Acceleration. Upon the Executive's Termination of Employment as a result of the Executive's death, the Pro Rata Target Bonus and the Modified Severance Amount shall be paid in a lump sum to the Executive's estate or beneficiaries within ten (10) days after the Executive's Termination of Employment. Upon the Executive's Termination of Employment as a result of the Executive's death, any outstanding portion of the Value Creation Incentive Award shall be treated in accordance with the terms of the Award Agreement and shall vest in full.

(e) Disability. The Company shall have the right to terminate the Executive's employment in the event of the Executive's Disability. Upon such Termination of Employment as a result of Disability (at any time, whether during or after the Term of Employment), the Company shall pay or provide to the Executive (i) the Accrued Benefits, (ii) the Pro Rata Target Bonus, (iii) the Severance Amount, (iv) the Welfare Benefit Continuation Payments and (v) the Equity Award Acceleration. Upon the Executive's Termination of Employment as a result of Disability, the Pro Rata Target Bonus shall be paid in a lump sum to the Executive within ten (10) days after the Executive's Termination of Employment. Upon the Executive's Termination of Employment as a result of Disability, the Severance Amount shall be paid within ten (10) days after the Executive's Termination of Employment. "Disability" shall mean the Executive's inability to perform his duties hereunder due to any medically determinable mental, physical or emotional impairment which has lasted for a period of at least twelve (12) consecutive months. Upon the Executive's Termination of Employment as a result of Disability, any outstanding portion of the Value Creation Incentive Award shall be treated in accordance with the terms of the Award Agreement and shall vest in full.

(f) Return of Company Property. Upon the Executive's Termination of Employment for any reason, the Executive shall promptly return to the Company all records, memoranda, files, notes, papers, correspondence, reports, documents, books, diskettes, hard drives, electronic files, and all copies or abstracts thereof that the Executive has concerning the Company's business. The Executive shall also promptly

return all keys, identification cards or badges and other Company property. Anything to the contrary notwithstanding, nothing in this Section 8(f) shall prevent the Executive from retaining a home computer and security system, papers and other materials of a personal nature, including personal diaries, calendars and contact lists, information relating to the Executive's compensation or relating to reimbursement of expenses, information that the Executive reasonably believes may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment, subject to the Executive's compliance with Section 4.

(g) No Duty to Mitigate; Disputes. There shall be no requirement on the part of the Executive to seek other employment or otherwise mitigate damages in order to be entitled to the full amount of any payments and benefits to which the Executive is otherwise entitled under this Agreement (at any time, whether during or after the Term of Employment), and the amount of such payments and benefits shall not be subject to any set off or reduced by any compensation or benefits received by the Executive from other employment. The Company's obligation to make payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any forfeiture, set-off, counterclaim, recoupment, defense, or other claim, right or action that the Company may have against the Executive or others, whether based on contractual, fiduciary or other claims. In the event of any dispute between the Executive and the Company regarding the Executive's right to payment under this Section 8 or otherwise, except as set forth below, the Company agrees that, notwithstanding any such dispute, the Company will not for any reason withhold payment of any amounts that the Executive would have been entitled to receive under Section 8(a) of this Agreement or otherwise had his employment ended by reason of resignation thereunder.

(h) Cooperation. Upon the Executive's Termination of Employment for any reason, the Company and the Executive shall mutually cooperate with each other in connection with the preparation of a press release or other public announcement relating to such Termination of Employment.

(i) Section 280G Matters. Notwithstanding any other provision of this Agreement or any other plan, program, arrangement, agreement or policy with or maintained by any of the Affiliated Companies:

(i) In the event it is determined by a mutually agreed independent nationally recognized public accounting firm, which is engaged and paid for by the Company prior to the consummation of any transaction constituting a Change of Control (which for purposes of this Section 8(i) shall mean a change in ownership or control as determined in accordance with the regulations promulgated under Section 280G of the Code), which accounting firm shall in no event be the accounting firm for the entity seeking to effectuate the Change of Control (the "Accountant"), which determination shall be certified by the Accountant and set forth in a certificate delivered to the Executive not less than ten (10) business days prior to the Change of Control setting forth in reasonable detail the basis of the

Accountant's calculations (including any assumptions that the Accountant made in performing the calculations), that part or all of the consideration, compensation or benefits to be paid to the Executive under this Agreement constitute "parachute payments" under Section 280G(b)(2) of the Code, then, if the aggregate present value of such parachute payments, singularly or together with the aggregate present value of any consideration, compensation or benefits to be paid to the Executive under any other plan, arrangement or agreement which constitute "parachute payments" (collectively, the "Parachute Amount") exceeds the maximum amount that would not give rise to any liability under Section 4999 of the Code, the amounts constituting "parachute payments" which would otherwise be payable to the Executive or for his benefit shall be reduced to the maximum amount that would not give rise to any liability under Section 4999 of the Code (the "Reduced Amount"); provided that such amounts shall not be so reduced if the Accountant determines that without such reduction the Executive would be entitled to receive and retain, on a net after-tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than the amount, on a net after-tax basis, that the Executive would be entitled to retain upon receipt of the Reduced Amount. In connection with making determinations under this Section 8(i), the Accountant shall take into account any positions to mitigate any excise taxes payable under Section 4999 of the Code, such as the value of any reasonable compensation for services to be rendered by the Executive before or after the Change of Control, including any amounts payable to the Executive following the Executive's Termination of Employment with respect to any non-competition provisions that may apply to the Executive, and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

(ii) If the determination made pursuant to Section 8(i)(i) results in a reduction of the payments that would otherwise be paid to the Executive except for the application of Section 8(i)(i), the Company shall promptly give the Executive notice of such determination. Such reduction in payments shall be first applied to reduce any cash payments that the Executive would otherwise be entitled to receive (whether pursuant to this Agreement or otherwise) and shall thereafter be applied to reduce other payments and benefits, in each case, in reverse order beginning with the payments or benefits that are to be paid the furthest in time from the date of such determination, unless, to the extent permitted by Section 409A of the Code, the Executive elects to have the reduction in payments applied in a different order; provided that, in no event may such payments be reduced in a manner that would result in subjecting the Executive to additional taxation under Section 409A of the Code.

(iii) As a result of the uncertainty in the application of Sections 280G and 4999 of the Code at the time of a determination hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement which should not have been so

paid or distributed (each, an "Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the Executive's benefit pursuant to this Agreement could have been so paid or distributed (each, an "Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accountant, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountant believes has a high probability of success, determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the Executive's benefit shall be repaid by the Executive to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which the Executive is subject to tax under Sections 1 and 4999 of the Code or generate a refund of such taxes. In the event that the Accountant, based on controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the Executive's benefit together with interest at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code.

(j) For the avoidance of doubt, in the event (i) the parties do not extend this Agreement by mutual written agreement or execute a new written agreement, (ii) the Executive's employment with the Company continues following the expiration of the Term and (iii) thereafter the Executive experiences a Termination of Employment by the Executive with Good Reason, the Executive experiences a Termination of Employment by the Company without Cause or the Executive's employment terminates as a result of his death or Disability, the Executive shall be entitled to the payments and benefits set forth in this Section 8 as if such termination occurred during the Term.

9. Indemnification. The Company shall maintain D&O liability coverage pursuant to which the Executive shall be a covered insured. The Executive shall receive indemnification in accordance with the Company's Bylaws in effect as of the date of this Agreement. Such indemnification shall be contractual in nature and shall remain in effect notwithstanding any future change to the Company's Bylaws.

To the extent not otherwise limited by the Company's Bylaws in effect as of the date of this Agreement, in the event that the Executive is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, (including those brought by or in the right of the Company) whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he is or was an officer, employee or agent of, or is or was serving the Company or any subsidiary of the Company, or is or was serving at the request of the Company or another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, the Executive shall be indemnified and

held harmless by the Company to the fullest extent authorized by law against all expenses, liabilities and losses (including attorneys fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Executive in connection therewith. Such right shall be a contract right and shall include the right to be paid by the Company expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by the Executive in his capacity as a director or officer (and not in any other capacity in which service was or is rendered by the Executive while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding will be made only upon delivery to the Company of an undertaking, by or on behalf of the Executive, to repay all amounts to Company so advanced if it should be determined ultimately that the Executive is not entitled to be indemnified under this section or otherwise.

Promptly after receipt by the Executive of notice of the commencement of any action, suit or proceeding for which the Executive may be entitled to be indemnified, the Executive shall notify the Company in writing of the commencement thereof (but the failure to notify the Company shall not relieve it from any liability which it may have under this Section 9 unless and to the extent that it has been prejudiced in a material respect by such failure or from the forfeiture of substantial rights and defenses). If any such action, suit or proceeding is brought against the Executive and he notifies the Company of the commencement thereof, the Company will be entitled to participate therein, and, to the extent it may elect by written notice delivered to the Executive promptly after receiving the aforesaid notice from the Executive, to assume the defense thereof with counsel reasonably satisfactory to the Executive, which may be the same counsel as counsel to the Company. Notwithstanding the foregoing, the Executive shall have the right to employ his own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Executive unless (i) the employment of such counsel shall have been authorized in writing by the Company, (ii) the Company shall not have employed counsel reasonably satisfactory to the Executive to take charge of the defense of such action within a reasonable time after notice of commencement of the action or (iii) the Executive shall have reasonably concluded, after consultation with counsel to the Executive, that a conflict of interest exists which makes representation by counsel chosen by the Company not advisable (in which case the Company shall not have the right to direct the defense of such action on behalf of the Executive), in any of which events such fees and expenses of one additional counsel shall be borne by the Company.

Anything in this Section 9 to the contrary notwithstanding, the Company shall not be liable for any settlement of any claim or action effected without its written consent.

10. Legal Fees. Notwithstanding anything to the contrary in Section 9 of this Agreement, the Company shall advance to the Executive all costs (including but not limited to reasonable legal fees and expenses) incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement or any agreement or arrangement referenced herein, or, to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder, in connection with any tax audit or

proceeding. Such advancements shall be made promptly upon delivery of the Executive's written request for payment accompanied by appropriate evidence of the related costs (regardless of, and not contingent upon, the outcome of any such dispute). In addition, the Company shall pay or reimburse Executive for all reasonable legal, consulting and other fees and expenses incurred by Executive in connection with the preparation, negotiation and execution of this Agreement.

11. Other Agreements. The rights and obligations contained in this Agreement are in addition to and not in place of any rights or obligations contained in any other agreements between the Executive and the Company, including without limitation the Supplemental Health Insurance Plan and the Company's VIP Plan. This Agreement supersedes the Executive's employment agreement with Mylan N.V. dated as of April 15, 2020.

12. Notices. All notices hereunder to the parties hereto shall be in writing sent by certified mail, return receipt requested, postage prepaid, and by fax (receipt confirmed), addressed to the respective parties at the following addresses:

If to the Company: Viatris Inc.
1000 Mylan Blvd.
Canonsburg, Pennsylvania 15317
Attn: Chief Legal Officer
Fax: (724) 514-1871

If to the Executive: The Executive's most recent home address or fax number on file with the Company.

Either party may, by written notice complying with the requirements of this section, specify another or different person or address for the purpose of notification hereunder. All notices shall be deemed to have been given and received on the day a fax is sent or, if mailed only, on the third business day following such mailing.

13. Withholding. All payments required to be made by the Company hereunder to the Executive or his dependents, beneficiaries, or estate will be subject to the withholding of such amounts relating to tax and/or other payroll deductions as may be required by law.

14. Modification and Waiver. This Agreement may not be changed or terminated orally, nor shall any change, termination or attempted waiver of any of the provisions contained in this Agreement be binding unless in writing and signed by the party against whom the same is sought to be enforced, nor shall this section itself by waived verbally. This Agreement may be amended only by a written instrument duly executed by or on behalf of the parties hereto.

15. Construction of Agreement. This Agreement and all of its provisions were subject to negotiation and shall not be construed more strictly against one party than against another party regardless of which party drafted any particular provision.

16. Successors and Assigns. This Agreement and all of its provisions, rights and obligations shall be binding upon and inure to the benefit of the parties hereto and the Company's successors and assigns. This Agreement may be assigned by the Company to any person, firm or corporation which shall become the owner of substantially all of the assets of the Company or which shall succeed to the business of the Company; provided, however, that in the event of any such assignment the Company shall obtain an instrument in writing from the assignee in which such assignee assumes the obligations of the Company hereunder and shall deliver an executed copy thereof to the Executive. No right or interest to or in any payments or benefits hereunder shall be assignable by the Executive; provided, however, that this provision shall not preclude him from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude the legal representative of his estate from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate. The term "beneficiaries" as used in this Agreement shall mean a beneficiary or beneficiary or beneficiaries so designated to receive any such amount, or if no beneficiary has been so designated, the legal representative of the Executive's estate. No right, benefit, or interest hereunder, shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt, or obligation, or to execution, attachment, levy, or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void, and of no effect.

17. Choice of Law and Forum. This Agreement shall be construed and enforced according to, and the rights and obligations of the parties shall be governed in all respects by, the laws of the State of New York. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York solely in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated by this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement, that it is not subject to this Agreement or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The parties hereby consent to and grant any such court exclusive jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12 or in such other manner as may be permitted by law, shall be valid and sufficient service thereof. The Executive and the Company (on its behalf and on behalf of its affiliates) each hereby waives any right to a trial by jury with respect to any dispute described in this Section 17; provided that the Executive does not waive any right to a trial by jury with respect to any action in which he alleges a breach by the Company of its obligations under the last sentence of Section 8(g) hereof.

18. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms or conditions of this Agreement.

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Survivorship. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term of Employment (including, without limitation, those under Sections 4, 5, 6, 7 and 8 hereof) shall survive such expiration.

21. Conditions to Payment and Acceleration; Section 409A of the Code. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, the Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payments shall be due to the Executive under this Agreement until the Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate identified payment for purposes of Section 409A of the Code, and any payments described in this Agreement that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Executive's termination of employment shall instead be paid on the first business day after the date that is six months following the Executive's termination of employment (or death, if earlier). To the extent required to avoid an accelerated or additional tax under Section 409A of the Code, amounts reimbursable to the Executive under this Agreement shall be paid to the Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to the Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year; provided, however, that with respect to any reimbursements for any taxes which the Executive would become entitled to under the terms of the Agreement, the payment of such reimbursements shall be made by the Company no later than the end of the calendar year following the calendar year in which the Executive remits the related taxes.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above mentioned, to be effective as of the Effective Date.

Viatris Inc.,

by

/s/ Brian Roman

Name: Brian Roman

Title: Global General Counsel

/s/ Robert J. Coury

Robert J. Coury

Schedule A

Specified duties include but are not limited to:

- Overall leadership and strategic direction of the Company and the Affiliated Companies;
- Providing guidance to the CEO and senior management of the Company and the Affiliated Companies;
- Leadership and coordination of activities of the Board;
- Oversight and key involvement in talent management;
- Communication with shareholders and other important constituencies;
- Government and health policy;
- Strategic business development;
- Mergers and acquisitions;
- Leadership and strategic direction in navigating the unique challenges posed to the Company and the pharmaceutical industry, including those related to the COVID-19 pandemic; and
- Responsibilities of the Chairman as specified in the organizational documents (including the Corporate Governance Principles) of the Company.

Exhibit 10.25

FORM OF INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into as of [ ], between Viatris Inc., a Delaware corporation (the "Company"), and [ ] ("Indemnitee").

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company (the "Certificate of Incorporation") and the Amended and Restated Bylaws of the Company (the "Bylaws") provide for indemnification of and the payment of expenses to a director or officer of the Company to the maximum extent permitted by applicable law;

WHEREAS, the Certificate of Incorporation and the Bylaws specifically provide that the rights to indemnification and the payment of expenses are not exclusive to any other right to which any person may be entitled under any agreement;

WHEREAS, it is essential to the Company that it be able to retain and attract as directors and officers the most capable persons available;

WHEREAS, corporate litigation subjects directors and officers to litigation risks and expenses, and the limitations on the availability of directors' and officers' liability insurance may make it difficult to attract and retain such persons;

WHEREAS, the Company desires to provide Indemnitee with specific contractual assurance of Indemnitee's rights to indemnification against litigation risks and expenses (regardless, among other things, of any amendment to or revocation of the Company's Certificate of Incorporation, the Bylaws and any other organizational documents of the Company, each as amended from time to time (the "Organizational Documents"), or any change in the ownership of the Company or the composition of its Board of Directors) which indemnification is intended to be greater than that which is afforded by the Organizational Documents; and

WHEREAS, in order to induce Indemnitee to serve as a director or officer of the Company, the Company has determined and agreed to enter into this Agreement with Indemnitee.

NOW, THEREFORE, in consideration of Indemnitee's service as a director or officer of the Company, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) A "Change in Control" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two (2) consecutive years, (A) individuals who at the beginning of such

period constitute the Board of Directors and (B) any new director whose appointment by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved (other than, in the case of this clause (B), individuals that are initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board of Directors), cease for any reason to constitute a majority of the Board of Directors, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 50% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets.

(b) "Company Status" describes the status of a person who is serving or has served at any time (i) as a director or officer of the Company or of any Subsidiary, including as a member of any committee of the Board of Directors, or (ii) any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity at the request of the Company.

(c) "Control" 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, by contract or otherwise.

(d) "Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Expenses" shall mean all direct and indirect fees, costs and expenses reasonably and actually incurred in connection with any Proceeding (as defined below), including, without limitation, all reasonable attorneys' fees, disbursements and retainers, fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), court costs, arbitration costs and fees, transcript costs, costs of investigation, witness fees, fees and expenses of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services and other disbursements and expenses, and shall also specifically include, without limitation, all reasonable attorneys' fees and all other expenses actually incurred by or on behalf of Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement, contribution or any other right provided by this Agreement.

(f) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this

Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(g) "Liabilities" shall mean judgments, damages, deficiencies, liabilities, losses, penalties, excise taxes, fines, awards assessments and amounts paid in settlement, including any interest and any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payment under this Agreement or otherwise in respect of indemnification pursuant to this Agreement (and any such taxes attributable thereto).

(h) "Person" shall mean any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof in their capacity as such) or other entity (including any governmental entity), whether organized under the laws of (or, in the case of individuals, resident in) the United States (or any political subdivision thereof) or any foreign jurisdiction.

(i) "Proceeding" shall mean any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, inquiry, administrative hearing, appeal, or any other proceeding (including without limitation, stockholder claims, actions, demands, suits, proceedings, investigations and arbitrations), whether civil, criminal, administrative, arbitrative, investigative or otherwise, whether formal or informal and whether pending on, before or after the date of this Agreement, including a proceeding initiated by Indemnitee pursuant to Section 7 to enforce Indemnitee's rights hereunder.

(j) "Subsidiary" shall mean any corporation, partner ship, limited liability company, joint venture, trust or other Person of which the Company owns (either directly or through or together with another Subsidiary of the Company) either (i) a general partner, managing member or other similar interest or (ii) (A) more than 50% of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other Person, or (B) more than 50% of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other Person.

(k) "Voting Securities" shall mean any securities which vote generally in the election of directors.

2. Agreement to Indemnify.

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(a) if, by reason of Indemnitee's Company Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Company (which is the subject of Section 2(b)) or a Proceeding instituted by Indemnitee pursuant to Section 7 to enforce Indemnitee's rights under this Agreement. Pursuant to this Section 2(a), Indemnitee shall be indemnified by the Company, to the fullest extent permitted by applicable law, against all Expenses and Liabilities incurred or paid by Indemnitee in connection with such Proceeding if

Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful (provided that, to the extent that a change in applicable law permits the Company to provide greater indemnification than would be afforded currently under the Organizational Documents and this Section 2(a), Indemnitee shall enjoy by this Section 2(a) the greater benefits so afforded by such change).

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(b) if, by reason of Indemnitee's Company Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 2(b), Indemnitee shall be indemnified by the Company, to the fullest extent permitted by applicable law, against all Expenses and Liabilities incurred or paid by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification for Liabilities and Expenses shall be made under this Section 2(b) in respect of any claim, issue or matter in a Proceeding as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or the court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses as the Delaware Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, to the extent that a change in applicable law permits the Company to provide greater indemnification than would be afforded currently under the Organizational Documents and this Section 2(b), Indemnitee shall enjoy by this Section 2(b) the greater benefits so afforded by such change.

(c) Indemnification for Expenses and Liabilities of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement to the contrary, in circumstances where indemnification is not available under Section 2(a) or 2(b), as the case may be, and to the extent that Indemnitee is, by reason of Indemnitee's Company Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses and Liabilities incurred or paid by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses and Liabilities incurred or paid by Indemnitee in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

3. Contribution in the Event of Joint Liability.

(a) Whether or not the indemnification provided in Sections 2 or 4 hereof is available to Indemnitee, in respect of any threatened, pending or completed Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such

Proceeding without requiring Indemnitee to contribute to such payment. The right of the Company to enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding) is subject to the requirements of Section 6(j).

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in, or otherwise incurs any Expenses or Liabilities in connection with, any threatened, pending or completed Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), the Company shall contribute to the amount of Expenses and Liabilities incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such Proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses or Liabilities, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary, and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to indemnify and hold Indemnitee harmless, to the fullest extent permitted by applicable law, from any claims of contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee.

4. Indemnification for Expenses of a Witness or in Response to a Subpoena. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Company Status, a witness in any Proceeding to which Indemnitee is not a party, or receives a subpoena or similar order in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses or Liabilities paid or incurred by Indemnitee in connection therewith and in the manner set forth in this Agreement.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Company Status within twenty (20) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding, without regard to Indemnitee's ultimate entitlement to indemnification, and such advancement of Expenses shall continue until such time (if any) as there is a final non-appealable judicial determination by a court of competent jurisdiction that Indemnitee is not entitled to indemnification against such Expenses. Such statement or statements shall reasonably evidence

the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay such Expenses, or the applicable portion thereof, if it shall ultimately be determined by a court of competent jurisdiction pursuant to a final non-appealable judicial determination that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and made without regard to Indemnitee's financial ability to repay such Expenses.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are at least as favorable as may be permitted under the Organizational Documents, applicable law and public policy of the State of Delaware, in each case as may hereafter be changed, to the extent such change permits the Company to provide greater indemnification than is afforded currently under this Agreement. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification (including, but not limited to, contribution by the Company) under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably requested by the Company and reasonably available to Indemnitee.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto, if required by applicable law, shall be made in the specific case by one of the following methods: (1) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors (or by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors), even though less than a quorum, or (B) if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Disinterested Directors, a copy of which shall be delivered to Indemnitee, or (2) if a Change in Control shall have occurred, (A) by Independent Counsel in a written opinion to the Disinterested Directors, a copy of which shall be delivered to Indemnitee, or (B) if Indemnitee so directs and the Disinterested Directors so accept, by a majority vote of Disinterested Directors (or by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors), even though less than a quorum (the party making such determination, the "Determining Party").

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, Independent Counsel shall be selected as provided in this Section 6(c) and the selecting party shall promptly provide written notice of such selection to the other party hereto. If a Change in Control shall not have occurred, Independent Counsel shall be selected by the Disinterested Directors. If a Change in Control shall have occurred, Independent Counsel shall be selected by Indemnitee. In either event, within ten (10) days after receipt of written notice from the applicable selecting party of the selection of Independent Counsel, the other party may deliver to the selecting party a written objection to such selection; provided, however, that such objection may be asserted only on the ground that Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1(f), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made, (i) Independent Counsel selected may not serve as

Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit and (ii) the selecting party may select a new Independent Counsel and the other party shall have an additional ten (10) days after receipt of written notice of such selection to object. If, within ten (10) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware for resolution of any objection which shall have been made to the selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company agrees to pay the reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with its acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed and regardless of whether Indemnitee is ultimately determined to be entitled to indemnification hereunder.

(d) In making a determination with respect to entitlement to indemnification hereunder, the Determining Party shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 6(a). Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(e) Indemnitee shall be deemed to have acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or with respect to any criminal action or proceeding, to not have had a reasonable cause to believe such Indemnitee's conduct was unlawful for purposes of indemnification under this Agreement if Indemnitee's actions are based on the records or books of account of the Company, including financial statements, or on information supplied to Indemnitee by the directors, officers, agents or employees of the Company in the course of their duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected by the Company. In addition, the knowledge or actions, or failure to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or with respect to any criminal action or proceeding, Indemnitee did not have a reasonable cause to believe such Indemnitee's conduct was unlawful. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(f) If the Determining Party shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification

under applicable law; provided, however, that such thirty (30) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the Determining Party in good faith requires such additional time for the obtaining or evaluating documentation and/or information relating thereto.

(g) Indemnitee shall cooperate with the Determining Party, including providing to the Determining Party upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board of Directors shall act reasonably and in good faith in making a determination of the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Determining Party shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment shall be successful for purposes of Section 2(c) if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that a Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion, by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(j) Indemnitee shall have the sole right and obligation to control the defense or conduct of any claim or Proceeding with respect to Indemnitee, except that Indemnitee shall not make any admission or effect any settlement with respect to any such Proceeding without the Company's prior written consent (not to be unreasonably withheld, conditioned or delayed). The Company shall not, without the prior written consent of Indemnitee (not to be unreasonably withheld, conditioned or delayed), enter into any settlement of any Proceeding in which the Indemnitee is or could reasonably become a party or which potentially or actually imposes any Expenses, Liabilities, exposure or burden on Indemnitee unless (i) such settlement solely involves the payment of money or performance of any obligation by persons other than Indemnitee and includes an unconditional, full release of Indemnitee by all relevant parties from all liability on any matters that are the subject of such Proceeding and an acknowledgment that Indemnitee denies all wrongdoing in connection with such matters and (ii) the Company has fully indemnified the Indemnitee with respect to, and held Indemnitee harmless from and against, all Expenses and Liabilities incurred by Indemnitee or on behalf of Indemnitee in connection with such Proceeding.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 or Section 7(d), (iii) no determination of entitlement to indemnification shall have been timely made pursuant to Section 6(b) after receipt by the Company of the request for indemnification, or (iv) payment of indemnification is not made within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6, Indemnitee shall be entitled to an adjudication in the Court of Chancery of the State of Delaware of Indemnitee's entitlement to such indemnification or advancement, as applicable. Indemnitee shall commence a proceeding seeking such adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a *de novo* trial, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination under Section 6(b).

(c) If a determination shall have been made or deemed to have been made pursuant to Section 6 that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all Expenses paid or incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery. The Company shall, within twenty (20) days after receipt by the Company of a written request therefor from Indemnitee, advance such Expenses to Indemnitee pursuant to comparable procedures as those set forth in Section 5 with respect to advancement of Expenses therein.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding with respect to which indemnification is sought.

8. Non-Exclusivity; Survival of Rights; Insurance, Subrogation, Primacy of Indemnification.

(a) The rights of indemnification (including, but not limited to, the advancement of Expenses and contribution by the Company) as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Organizational Documents, a vote of stockholders or a resolution of directors, or otherwise. The Company shall not adopt any amendment or alteration to, or repeal of, the Organizational Documents the effect of which would be to deny, diminish or encumber the Indemnitee's rights to identification pursuant to this Agreement, the Organizational Documents or applicable law prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Organizational Documents and this Agreement, Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, manager, officer, employee or agent under such policy or policies. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain such insurance.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all documents required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

9. Duration of Agreement. Due to the uncertain application of any statutes of limitations that may govern any Proceeding, this Agreement shall be of indefinite duration. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director or officer of or in any other capacity for, the Company or any other Person at the Company's request.

10. Security. To the extent requested by the Indemnitee and approved by the Disinterested Directors, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee (not to be unreasonably withheld, conditioned or delayed).

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

12. Fees and Expenses. The Company or its applicable Subsidiary, as the case may be, shall reimburse Indemnitee for all reasonable out-of-pocket expenses actually incurred in connection with Indemnitee's attendance at meetings of the Board of Directors of the Company or board of directors of any of the Company's Subsidiaries and any committees thereof, including, without limitation, reasonable travel, lodging and meal expenses.

13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

14. Modification and Waiver. Except as provided by Section 2, Section 6 and Section 8(a) with respect to changes in applicable law that broaden the rights of Indemnitee to be indemnified by the Company, no supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Notice By Indemnitee. Indemnitee agrees to promptly notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise except to the extent the Company is materially prejudiced thereby.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (b) mailed by certified or registered mail with postage prepaid, on the second business day after the date on which it is so mailed:

1. If to Indemnitee, to the address set forth below Indemnitee's signature hereto.

2. If to the Company, to:

Viatris Inc.
1000 Mylan Boulevard
Canonsburg, PA 15317
Fax No.: (724) 514-1871

Attention: Office of the Secretary
or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

17. Identical Counterparts. This Agreement may be executed and delivered (including by facsimile or .PDF transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

18. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

19. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law. The Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery, and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (c) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, [ ] as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (d) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (e) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

COMPANY:

VIATRIS INC.

By: _____
Name:
Title:

INDEMNITEE:

By: _____
Name:
Title: Director

Address of Indemnitee:

[ ]

Exhibit 21

Subsidiaries as of December 31, 2020

Name	State or Country of Organization
Agila Australasia Pty Ltd	Australia
Alphapharm Pty. Ltd.	Australia
Mylan Australia Holding Pty Ltd	Australia
Mylan Australia Pty Limited	Australia
Mylan Health Pty. Ltd.	Australia
Upjohn Australia Pty Ltd	Australia
Arcana Arzneimittel GmbH	Austria
Mylan Österreich GmbH	Austria
MEDA Pharma N.V.	Belgium
Mylan BVBA	Belgium
Mylan EPD BVBA	Belgium
Pfizer Innovative Supply Point International BVBA	Belgium
Upjohn SRL	Belgium
Mylan Bermuda Ltd.	Bermuda
Mylan d.o.o.	Bosnia and Herzegovina
Mylan Brasil Distribuidora de Medicamentos Ltda	Brazil
Mylan Laboratórios Ltda	Brazil
Mylan EOOD	Bulgaria
BGP Pharma ULC	Canada
Meda Pharmaceuticals Ltd	Canada
Mylan Pharmaceuticals ULC	Canada
Upjohn Canada ULC	Canada
Medicine Meda Pharmaceutical Information Consultancy (Beijing) Co., Ltd.	China
Mylan Pharmaceutical Science and Technology (Shanghai) Co., Ltd.	China
Pfizer Pharmaceuticals Ltd.	China
Pfizer Upjohn Management Co., Ltd	China

Viatris Pharmaceutical Co., Ltd.	China
Mylan Hrvatska d.o.o.	Croatia
Onco Laboratories Limited	Cyprus
MEDA Pharma s.r.o.	Czech Republic
MYLAN HEALTHCARE CZ s.r.o.	Czech Republic
Mylan Pharmaceuticals s.r.o.	Czech Republic
Acton Pharmaceuticals, Inc.	Delaware
Alaven Pharmaceutical LLC	Delaware
ALVP Holdings, LLC	Delaware
Delcor Asset Corporation	Delaware
Denco Asset, LLC	Delaware
Deogun Manufacturing, LLC	Delaware
Dey Limited Partner LLC	Delaware
Dey, Inc.	Delaware
EMD, Inc.	Delaware
Ezio Pharma, Inc.	Delaware
Franklin Pharmaceutical LLC	Delaware
G.D. Searle LLC	Delaware
Greenstone LLC	Delaware
Madaus Inc.	Delaware
Marquis Industrial Company, LLC	Delaware
Meda Pharmaceuticals Inc.	Delaware
Mylan API Inc.	Delaware
Mylan API US LLC	Delaware
Mylan Consumer Healthcare, Inc.	Delaware
Mylan D.T. (U.S.) Holdings, Inc.	Delaware
Mylan D.T. DPT Partner Sub, LLC	Delaware
Mylan D.T., Inc.	Delaware
Mylan Holdings Inc.	Delaware
Mylan Holdings I LLC	Delaware

Mylan Holdings II LLC	Delaware
Mylan Institutional LLC	Delaware
Mylan Investment Holdings 4 LLC	Delaware
Mylan Investment Holdings 5 LLC	Delaware
Mylan Investment Holdings 6 LLC	Delaware
Mylan LLC	Delaware
Mylan Securitization LLC	Delaware
Mylan Special Investments LLC	Delaware
Mylan Special Investments II, LLC	Delaware
Mylan Special Investments III, LLC	Delaware
Mylan Special Investments IV, LLC	Delaware
Mylan Special Investments V, LLC	Delaware
Mylan Special Investments VI, LLC	Delaware
Mylan Specialty L.P.	Delaware
Nimes Inc.	Delaware
PFE Wyeth Holdings LLC	Delaware
Pfizer Enterprises LLC	Delaware
Pfizer PFE US Holdings 4 LLC	Delaware
Pfizer PFE US Holdings 5 LLC	Delaware
Pfizer Pharmaceuticals LLC	Delaware
Powder Street, LLC	Delaware
Prestium Pharma, Inc.	Delaware
Somerset Pharmaceuticals, Inc.	Delaware
Upjohn US 1 LLC	Delaware
Upjohn US 2 LLC	Delaware
Upjohn US Employment Inc.	Delaware
Upjohn US Holdings Inc.	Delaware
Upjohn Worldwide Holdings Inc.	Delaware
Utah Acquisition Holdco Inc.	Delaware
Utah Acquisition Sub Inc.	Delaware

Wallace Pharmaceuticals Inc.	Delaware
MEDA A/S	Denmark
Mylan ApS	Denmark
Mylan Denmark ApS	Denmark
Pfizer Africa & Middle East for Pharmaceuticals, Veterinarian Products & Chemicals S.A.E.	Egypt
Pfizer Egypt S.A.E.	Egypt
Pfizer Middle East for Pharmaceuticals, Animal Health & Chemicals S.A.E.	Egypt
Agila Specialties Investments Limited	England & Wales
Generics (U.K.) Limited	England & Wales
Mylan Holdings Acquisition Limited	England & Wales
Mylan Holdings Acquisition 2 Limited	England & Wales
Mylan Holdings Ltd.	England & Wales
Mylan Pharma UK Limited	England & Wales
Mylan Products Limited	England & Wales
Mylan UK Healthcare Limited	England & Wales
Upjohn UK 2 Ltd.	England & Wales
Upjohn UK Limited	England & Wales
Meda Oy	Finland
Mylan Finland Oy	Finland
Mylan Oy	Finland
Laboratoires Madaus S.A.S.	France
Meda Holding S.A.S.	France
Meda Manufacturing S.A.S.	France
Meda Pharma S.A.S.	France
Mylan EMEA S.A.S.	France
Mylan Generics France Holding S.A.S.	France
Mylan Laboratories S.A.S.	France
Mylan Medical S.A.S.	France
Mylan S.A.S.	France
Pfizer PFE France	France

Rottapharm S.A.S.	France
Erste Madaus Beteiligungs GmbH	Germany
Madaus GmbH	Germany
MEDA Germany Beteiligungs GmbH	Germany
MEDA Germany Holding GmbH	Germany
MEDA Manufacturing GmbH	Germany
MEDA Pharma GmbH & Co. KG	Germany
MWB Pharma GmbH	Germany
Mylan Germany GmbH	Germany
Mylan dura GmbH	Germany
Mylan Healthcare GmbH	Germany
Mylan Pharmaceuticals GmbH	Germany
Pfizer OFG Germany GmbH	Germany
Pharmazeutische Union GmbH	Germany
PharmLog Pharma Logistik GmbH	Germany
ROTTAPHARM |MADAUS GmbH	Germany
VIATRIS GmbH	Germany
Zweite Madaus Beteiligungs GmbH	Germany
Mylan (Gibraltar) 4 Limited	Gibraltar
Mylan (Gibraltar) 5 Limited	Gibraltar
Mylan (Gibraltar) 6 Limited	Gibraltar
Mylan (Gibraltar) 7 Limited	Gibraltar
Mylan (Gibraltar) 8 Limited	Gibraltar
Mylan (Gibraltar) 9 Limited	Gibraltar
BGP Pharmaceutical Products Ltd.	Greece
Generics Pharma Hellas Ltd.	Greece
Meda Pharmaceuticals S.A.	Greece
Upjohn Hellas Pharmaceutical Limited Liability Company	Greece
Mylan Pharmaceutical Hong Kong Limited	Hong Kong
Pfizer Upjohn Hong Kong Limited	Hong Kong

Meda Pharma Hungary Kereskedelmi Kft.	Hungary
Mylan EPD Kft.	Hungary
Mylan Hungary Kft.	Hungary
Mylan Kft.	Hungary
Mylan Institutional Inc.	Illinois
Mylan Laboratories India Private Limited	India
Mylan Laboratories Limited	India
Mylan Pharmaceuticals Private Limited	India
BGP Products Limited	Ireland
McDermott Laboratories Limited	Ireland
Meda Health Sales Ireland Limited	Ireland
Mylan Investments Limited	Ireland
Mylan IRE Healthcare Limited	Ireland
Mylan Ireland Holdings Limited	Ireland
Mylan Ireland Investment Designated Activity Company	Ireland
Mylan Ireland Limited	Ireland
Mylan Pharma Acquisition Limited	Ireland
Mylan Pharma Group Limited	Ireland
Mylan Pharma Holdings Limited	Ireland
Mylan Teoranta	Ireland
Rottapharm Limited	Ireland
Upjohn Manufacturing Ireland Unlimited	Ireland
DERMOGROUP S.r.l.	Italy
Mylan Italia S.r.l.	Italy
Meda Pharma S.p.A.	Italy
Mylan S.p.A.	Italy
Pfizer Established Medicine Italy S.r.l.	Italy
Rottapharm S.p.A.	Italy
Mylan EPD G.K.	Japan
Mylan Seiyaku Ltd.	Japan

Viatris Pharmaceuticals Japan Inc.	Japan
Pfizer Holdings G.K.	Japan
Pfizer UPJ G.K.	Japan
SIA Meda Pharma	Latvia
SIA Mylan Healthcare	Latvia
Mylan Healthcare UAB	Lithuania
BGP Products S.à.r.l.	Luxembourg
Integral S.A.	Luxembourg
Meda Pharma S.à r.l.	Luxembourg
Mylan Luxembourg 1 S.à r.l.	Luxembourg
Mylan Luxembourg 2 S.à r.l.	Luxembourg
Mylan Luxembourg 3 S.à r.l.	Luxembourg
Mylan Luxembourg 6 S.à r.l.	Luxembourg
Mylan Luxembourg 7 S.à r.l.	Luxembourg
Mylan Luxembourg 9 S.à r.l.	Luxembourg
Mylan Luxembourg S.à r.l.	Luxembourg
SIM S.A.	Luxembourg
Mylan Healthcare Sdn. Bhd.	Malaysia
Mylan Malaysia SDN. BHD.	Malaysia
Pfizer Parke Davis Sdn. Bhd.	Malaysia
Upjohn (Malaysia) Sdn Bhd.	Malaysia
MP Laboratories (Mauritius) Ltd.	Mauritius
Meda Phama, S. de R.L. de C.V.	Mexico
Meda Pharma Servicios, S. de R.L. de C.V.	Mexico
Upjohn Pharma México, S. de R.L. de C.V.	Mexico
Mylan Pharmaceuticals S.A.S.	Morocco
Meda Pharma B.V.	Netherlands
Mylan B.V.	Netherlands
Mylan Group B.V.	Netherlands
Mylan Healthcare B.V.	Netherlands

Mylan II B.V.	Netherlands
PF Asia Manufacturing B.V.	Netherlands
PF OFG Ireland 1 B.V.	Netherlands
PF OFG Mexico B.V.	Netherlands
PF OFG Philippines B.V.	Netherlands
PF OFG Spain B.V.	Netherlands
Pfizer Enterprise Holdings B.V.	Netherlands
Pfizer PFE Ireland Pharmaceuticals Holdings 1 B.V.	Netherlands
Pfizer PFE Turkey Holding 1 B.V.	Netherlands
Upjohn Belgium B.V.	Netherlands
Upjohn EESV	Netherlands
Upjohn Europe Holdings B.V.	Netherlands
Upjohn Export B.V.	Netherlands
Upjohn Finance B.V.	Netherlands
Upjohn Global Holdings B.V.	Netherlands
Upjohn Group Holdings B.V.	Netherlands
Upjohn Intermediate Holdings B.V.	Netherlands
Upjohn International Holdings B.V.	Netherlands
Upjohn Netherlands B.V.	Netherlands
Agila Specialties Inc.	New Jersey
BGP Products	New Zealand
Mylan New Zealand Limited	New Zealand
Upjohn New Zealand ULC	New Zealand
Mylan Health Management LLC	North Carolina
Meda AS	Norway
Mylan Healthcare Norge AS	Norway
Mylan Hospital AS	Norway
ZpearPoint AS	Norway
MLRE LLC	Pennsylvania
Mylan Holdings Sub Inc.	Pennsylvania

Mylan Inc.	Pennsylvania
Synerx Pharma, LLC	Pennsylvania
Mylan Philippines Inc.	Philippines
PF OFG Philippines, Inc.	Philippines
Mylan EPD Sp. Z o.o.	Poland
Mylan Healthcare S.p. Z o.o.	Poland
BGP Products, Unipessoal, LDA	Portugal
Laboratorios Anova - Produtos Farmaceuticos, LDA	Portugal
Laboratorios Delta, S.A.	Portugal
Mylan EPD Lda.	Portugal
Mylan, Lda	Portugal
BGP Products S.r.l.	Romania
Mylan Pharma LLC	Russian Federation
Pfizer LLC	Russian Federation
Mylan Pharmaceuticals Pte. Ltd.	Singapore
Pfizer Asia Pacific Pte Ltd.	Singapore
Pfizer PFE Private Limited	Singapore
Pfizer PFE Singapore Pte. Ltd.	Singapore
BGP Products s.r.o.	Slovakia
Meda Pharma spol. s.r.o.	Slovakia
Mylan s.r.o.	Slovakia
Mylan Healthcare, farmacevtsko podjetje, d.o.o.	Slovenia
Meda Pharma South Africa (Pty) Limited	South Africa
Mylan (Proprietary) Limited	South Africa
Mylan Pharmaceuticals (Pty) Ltd.	South Africa
SCP Pharmaceuticals (Proprietary) Limited	South Africa
Xixia Pharmaceuticals (Proprietary) Limited	South Africa
Pfizer Upjohn Korea Limited	South Korea
Fundacion Mylan para la Salud	Spain
Laboratorios Parke Davis, S.L.U.	Spain

Meda Pharma, S.L.	Spain
Mylan Pharmaceuticals S.L.U.	Spain
PEMB OFG Spain Holding, S.L.	Spain
Pfizer GEP, S.L.U.	Spain
Pfizer PFE Spain Holding, S.L.	Spain
Abbex AB	Sweden
BGP Products AB	Sweden
Ellem Lakemedel AB	Sweden
Ipex AB	Sweden
Ipex Medical AB	Sweden
Meda AB	Sweden
Meda OTC AB	Sweden
Mylan AB	Sweden
Mylan Sweden Holdings AB	Sweden
Recip AB	Sweden
Recip Lakemedel AB	Sweden
Scandinavian Pharmaceuticals-Generics AB	Sweden
BGP Products Operations GmbH	Switzerland
BGP Products Switzerland GmbH	Switzerland
MEDA Pharma GmbH	Switzerland
MEDA Pharmaceuticals Switzerland GmbH	Switzerland
Mylan Holdings GmbH	Switzerland
Mylan Pharma GmbH	Switzerland
Pfizer PFE Switzerland GmbH	Switzerland
Mylan (Taiwan) Limited	Taiwan
Pfizer Advanced Pharmaceutical Company Limited	Taiwan
DPT Laboratories, Ltd.	Texas
Mylan Bertek Pharmaceuticals Inc.	Texas
Meda Pharma (Thailand) Co., Ltd.	Thailand
Pfizer Parke Davis (Thailand) Ltd.	Thailand

Upjohn (Thailand) Limited	Thailand
Meda Pharma Ilaç Sanayi ve Ticaret Limited Sirketi	Turkey
Pfizer Ilaclari Limited Sirketi	Turkey
Meda Pharmaceuticals MEA FZ-LLC	United Arab Emirates
Mylan FZ-LLC	United Arab Emirates
Upjohn Middle East FZ-LLC	United Arab Emirates
American Triumvirate Insurance Company	Vermont
Mylan International Holdings, Inc.	Vermont
MP AIR, Inc.	West Virginia
Mylan Pharmaceuticals Inc.	West Virginia
Mylan Technologies, Inc.	West Virginia
Mylan ASI LLC	Wyoming

Exhibit 22

List of Subsidiary Guarantors and Issuers of Guaranteed Securities

As of December 31, 2020, Viatris Inc., a Delaware corporation ("Viatris"), Mylan Inc., a Pennsylvania corporation ("Mylan Inc."), and Mylan II B.V., a company incorporated under the laws of the Netherlands ("Mylan II"), were the guarantors of the 3.150% Senior Notes due 2021, 3.950% Senior Notes due 2026 and 5.250% Senior Notes due 2046 issued by Utah Acquisition Sub Inc., a Delaware corporation ("Utah").

In addition, as of December 31, 2020, Viatris, Utah and Mylan II were the guarantors of the 4.200% Senior Notes due 2023, 4.550% Senior Notes due 2028, 5.400% Senior Notes due 2043 and 5.200% Senior Notes due 2048 issued by Mylan Inc.

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-250845 on Form S-8 of our reports dated March 1, 2021, relating to the consolidated financial statements of Viatris Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania
March 1, 2021

EXHIBIT 31.1

Certification of Principal Executive Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael Goettler, certify that:

1. I have reviewed this Form 10-K of Viatris Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael Goettler
Michael Goettler
Chief Executive Officer
(Principal Executive Officer)

Date: March 1, 2021

EXHIBIT 31.2

Certification of Principal Financial Officer Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Sanjeev Narula, certify that:

1. I have reviewed this Form 10-K of Viatris Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ SANJEEV NARULA
Sanjeev Narula
Chief Financial Officer
(Principal Financial Officer)

Date: March 1, 2021

EXHIBIT 32

CERTIFICATIONS OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Form 10-K of Viatris Inc. (the "Company") for the year ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 1, 2021

/s/ MICHAEL GOETTLER
Michael Goettler
Chief Executive Officer
(Principal Executive Officer)

/s/ SANJEEV NARULA
Sanjeev Narula
Chief Financial Officer
(Principal Financial Officer)

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

The foregoing certification is being furnished in accordance with Securities and Exchange Commission Release No. 34-47551 and shall not be considered filed as part of the Form 10-K.